



ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ಸಂಪುಟ - ೧೫೭ Volume - 157	ಬೆಂಗಳೂರು, ಸೋಮವಾರ, ೦೭, ಫೆಬ್ರವರಿ, ೨೦೨೨ (ಮಾಘ, ೧೮, ಶಕವರ್ಷ, ೧೯೪೩) BENGALURU, MONDAY, 07, FEBRUARY, 2022 (MAGHA, 18, SHAKAVARSHA, 1943)	ಸಂಚಿಕೆ ೨೪ Issue 24
-----------------------------	--	-----------------------

ಭಾಗ ೧

ರಾಜ್ಯ ಸರ್ಕಾರದ ಮುಖ್ಯ ಆದೇಶಗಳು ಹಾಗೂ ಸುತ್ತೋಲೆ ಮುಂತಾದ

ಎಲ್ಲಾ ಇಲಾಖೆಗಳಿಗೂ ಸಂಬಂಧಿಸಿದ ಆದೇಶಗಳು

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ನಡವಳಿಗಳು

ವಿಷಯ:- ಕರ್ನಾಟಕ ಕಿರು ಬಂದರುಗಳ ಬಂದರು ಭೂಮಿ ಹಂಚಿಕೆ ನೀತಿ 2020ಕ್ಕೆ ಅನುಮೋದನೆ ನೀಡುವ ಬಗ್ಗೆ.

ಓದಲಾಗಿದೆ:- ನಿರ್ದೇಶಕರು, ಬಂದರು ಮತ್ತು ಒಳನಾಡು ಜಲಸಾರಿಗೆ ಇಲಾಖೆ, ಕಾರವಾರ ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ:ಬಂಜಜಸಾ:ಕಜಮ-01/ಪಿಎಎಸ್/2020 ದಿನಾಂಕ: 09.12.2021

ಪ್ರಸ್ತಾವನೆ:

ಮೇಲೆ ಓದಲಾದ ನಿರ್ದೇಶಕರು, ಬಂದರು ಮತ್ತು ಒಳನಾಡು ಜಲಸಾರಿಗೆ ಇಲಾಖೆ ಇವರ ಪ್ರಸ್ತಾವನೆಗಳಲ್ಲಿ ರಾಜ್ಯದಲ್ಲಿ ಕರ್ನಾಟಕ ಜಲಸಾರಿಗೆ ಮಂಡಳಿ ಅಸ್ತಿತ್ವಕ್ಕೆ ಬಂದಿರುವುದರಿಂದ ಈ ಕುರಿತು ನಡೆದ ಪ್ರಥಮ, ದ್ವಿತೀಯ ಹಾಗೂ ತೃತೀಯ ಮಂಡಳಿ ಸಭೆಗಳಲ್ಲಿ ಬಂದರು ಭೂಮಿ ಹಂಚಿಕೆ ಮಾರ್ಗಸೂಚಿ ರೂಪಿಸುವ ಕುರಿತು ಚರ್ಚಿಸಲಾಗಿರುತ್ತದೆ. ಅದರಂತೆ ಸದ್ರಿ ಕರಡು ಮಾರ್ಗಸೂಚಿ ತಯಾರಿಸಲು M/s. I-Deck ಸಂಸ್ಥೆಯ ಸೇವೆಯನ್ನು ಪಡೆಯಲು ಸರ್ಕಾರದ ಪತ್ರದಲ್ಲಿ ಸೂಚಿಸಲಾಗಿರುತ್ತದೆ.

ಅದರಂತೆ M/s I-Deck ಸಂಸ್ಥೆಯಿಂದ ಕರ್ನಾಟಕ ಬಂದರುಗಳ ಭೂಮಿ ಹಂಚಿಕೆ ಮಾರ್ಗಸೂಚಿ 2020 ತಯಾರಿಸುವಂತೆ ಕೋರಲಾಗಿತ್ತು. ಅದರಂತೆ ಸದ್ರಿ ಸಂಸ್ಥೆಯವರು ರಾಜ್ಯದ ಮತ್ತು ನೆರೆ ರಾಜ್ಯದ ಬೃಹತ್ ಬಂದರು ಭೂಮಿ ಹಂಚಿಕೆ ನೀತಿಯನ್ನು ಪರಿಶೀಲಿಸಿ ರಾಜ್ಯದ ಚಿಕ್ಕ ಬಂದರುಗಳಿಗೆ ಅನುಗುಣವಾಗುವಂತೆ ಬಂದರುಗಳ ಅಭಿವೃದ್ಧಿ ದೃಷ್ಟಿಯಿಂದ ಖಾಸಗಿ

ಸಹಭಾಗಿತ್ವವನ್ನು ಗಮನದಲ್ಲಿಟ್ಟುಕೊಂಡು ಬಂದರು ಭೂಮಿ ಹಂಚಿಕೆ ಕರಡು ಮಾರ್ಗಸೂಚಿಯನ್ನು ತಯಾರಿಸಿ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

M/s I-Deck ಸಂಸ್ಥೆಯಿಂದ ರೂಪಿಸಲಾದ ಬಂದರು ಭೂಮಿ ಹಂಚಿಕೆ ಕರಡು ಮಾರ್ಗಸೂಚಿಯನ್ನು ರಾಜ್ಯದ ಚಿಕ್ಕ ಬಂದರುಗಳ ಬಂದರು ಬಳಕೆದಾರರ ಅಭಿಪ್ರಾಯವನ್ನು ಪಡೆಯುವ ಸಲುವಾಗಿ ಬಂದರು ಅಧಿಕಾರಿಗಳಿಗೆ ಕಳುಹಿಸಲಾಗಿರುತ್ತದೆ. ಅದರಂತೆ ಹಳೇ ಮಂಗಳೂರು, ಮಲ್ಪೆ ಹಾಗೂ ಕಾರವಾರ ಬಂದರು ಬಳಕೆದಾರರು ಸದ್ರಿ ಕರಡು ಮಾರ್ಗಸೂಚಿ ಕೆಲವೊಂದು ಅಂಶಗಳಿಗೆ ಆಕ್ಷೇಪಣೆಯನ್ನು ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

M/s I-Deck ಸಂಸ್ಥೆಯವರು ದಿನಾಂಕ:13.11.2020 ರಂದು ಕರ್ನಾಟಕ ಜಲಸಾರಿಗೆ ಮಂಡಳಿಯಲ್ಲಿ ಚರ್ಚಿಸಿದಂತೆ Draft Karnataka Minor Port Guidelines 2020 ನ್ನು ಪರಿಷ್ಕರಿಸಿ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಹಾಗೂ Draft Model Agreement for Leasing of Port Land ನ್ನು ಸಹ ಸಲ್ಲಿಸಿದ್ದು, Draft Karnataka Minor Port Land Allotment Guidelines 2020 ಕರಡು ಮಾರ್ಗಸೂಚಿ ಕ್ರ.ಸಂ.10(K) ರಲ್ಲಿ ಬಂದರು ಭೂಮಿಯನ್ನು ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಪಡೆಯುವ ಬಗ್ಗೆ ಅರ್ಜಿದಾರರು ಸಲ್ಲಿಸುವ ಅರ್ಜಿಯೊಂದಿಗೆ 10,000/- (ಹತ್ತು ಸಾವಿರ ರೂಪಾಯಿಗಳು ಮಾತ್ರ) ಅರ್ಜಿ ಶುಲ್ಕವನ್ನು ಪಾವತಿಸಬೇಕಾಗಿರುತ್ತದೆ. ಮತ್ತು 10(1)ರಲ್ಲಿ ಬಂದರು ಭೂಮಿಯನ್ನು ಪರವಾನಿಗೆ (Licence) ಆಧಾರದಲ್ಲಿ ಪಡೆಯುವ ಬಗ್ಗೆ ಅರ್ಜಿದಾರರು ಸಲ್ಲಿಸುವ ಅರ್ಜಿಯೊಂದಿಗೆ ರೂ.5,000/- (ಐದು ಸಾವಿರ ರೂಪಾಯಿಗಳು ಮಾತ್ರ) ನ್ನು ಅರ್ಜಿ ಶುಲ್ಕವನ್ನು ಪಾವತಿಸಬೇಕಾಗಿರುತ್ತದೆ. ಈ ವಿಷಯದ ಕುರಿತು ಕಾರವಾರ ಬಂದರಿನ ಬಂದರು ಬಳಕೆದಾರರ ಸಂಗ ಇವರು ತಮ್ಮ ಆಕ್ಷೇಪಣೆಯನ್ನು ಸಲ್ಲಿಸಿ ಸದರಿ ಅರ್ಜಿ ಶುಲ್ಕ ದರವು ತುಂಬಾ ಅಧಿಕವಾಗಿದ್ದು, ಸದರಿ ದರಗಳನ್ನು ಪರಿಷ್ಕರಿಸುವಂತೆ ಮನವಿ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಅವರು ಸಲ್ಲಿಸಿದ ಆಕ್ಷೇಪಣೆಯಂತೆ ಬಂದರು ಬಳಕೆದಾರರು ಪರವಾನಿಗೆ ಆಧಾರದಲ್ಲಿ ಬಂದರು ಭೂಮಿಯನ್ನು ಪಡೆಯುವ ಕುರಿತು ಸಲ್ಲಿಸುವ ಅರ್ಜಿಯೊಂದಿಗೆ ರೂ. 5,000/- (ಐದು ಸಾವಿರ ರೂಪಾಯಿಗಳು ಮಾತ್ರ) ಅರ್ಜಿ ಶುಲ್ಕವನ್ನು ನಿಗದಿಪಡಿಸಿದನ್ನು ಪರಿಷ್ಕರಿಸಿ ಅದನ್ನು ಈ ಕೆಳಗೆ ಸೂಚಿಸಿದಂತೆ ಶುಲ್ಕವನ್ನು ಪರಿಷ್ಕರಿಸುವಂತೆ ತಮ್ಮ ಮನವಿಯಲ್ಲಿ ಕೋರಿರುತ್ತಾರೆ. ಅವರು ಕೋರಿರುವಂತೆ ಪರವಾನಿಗೆ ಆಧಾರದಲ್ಲಿ ಬಂದರು ಭೂಮಿಯನ್ನು ಪಡೆಯಲು ಸಲ್ಲಿಸುವ ಅರ್ಜಿಯೊಂದಿಗೆ ಶುಲ್ಕದ ವಿವರಗಳು ಈ ಕೆಳಗಿನಂತಿವೆ.

- | | | |
|-----|-------------------------------------|------------|
| I. | 100 ಚ.ಮೀ ವರೆಗೆ | ರೂ 500/- |
| II. | 100 ಚ.ಮೀ ಕ್ಕಿಂತ ಮೇಲ್ಪಟ್ಟು 1000 ಚ.ಮೀ | ರೂ. 2000/- |
| | ರವರೆಗೆ | |

III. 1000 ಚ.ಮೀ ಕ್ಕಿಂತ ಮೇಲ್ಪಟ್ಟು

ರೂ. 5000/-

ಆದ್ದರಿಂದ, ಸದ್ರಿ ಅರ್ಜಿ ಶುಲ್ಕಗಳನ್ನು ದರಗಳನ್ನು ಮೇಲಿನಂತೆ ಪರಿಷ್ಕರಿಸಬಹುದಾಗಿದೆ ಹಾಗೂ ರಾಜ್ಯದ ಚಿಕ್ಕ ಬಂದರುಗಳ ಬಂದರು ಬಳಕೆದಾರರ ಹಿತದೃಷ್ಟಿ ಕಾಪಾಡುವ ನಿಟ್ಟಿನಲ್ಲಿ Draft Karnataka Minor Port Land Allotment Guidelines 2020 ರ 10(i) ಮೇಲಿನಂತೆ ಸೂಕ್ತ ಬದಲಾವಣೆಯನ್ನು ಮಾಡಬಹುದಾಗಿದೆ ಎಂದು ಅಭಿಪ್ರಾಯಪಡಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಜಲಸಾರಿಗೆ ಮಂಡಳಿಯ ಕಾರ್ಯಚಟುವಟಿಕೆಗಳಿಗೆ ಅನುಕೂಲವಾಗುವಂತೆ ರಾಜ್ಯದ ಬಂದರುಗಳ ಅಭಿವೃದ್ಧಿ ಮತ್ತು ನಿರ್ವಹಣೆಯನ್ನು ಗಮನದಲ್ಲಿಟ್ಟುಕೊಂಡು ತಯಾರಿಸಲಾದ Draft Karnataka Minor Port Land Allotment Guidelines 2020, ಅರ್ಜಿ ನಮೂನೆ ಮತ್ತು ಮಾದರಿ ಗುತ್ತಿಗೆ ಕರಾರು ಪತ್ರಗಳ ಕುರಿತು ಅಧಿಸೂಚನೆಯನ್ನು ಹೊರಡಿಸುವಂತೆ ನಿರ್ದೇಶಕರು, ಬಂದರು ಮತ್ತು ಒಳನಾಡು ಜಲಸಾರಿಗೆ ಇಲಾಖೆ, ಕಾರವಾರ ಇವರು ಕೋರಿರುತ್ತಾರೆ.

ಬಂದರು ನಿರ್ದೇಶಕರ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಕೂಲಂಕಷವಾಗಿ ಪರಿಶೀಲಿಸಿ, ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶಿಸಿದೆ.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: IDD 123 PSP 2020 (E-394218) ಬೆಂಗಳೂರು, ದಿನಾಂಕ:09-03-2021

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವಂತೆ ರಾಜ್ಯದಲ್ಲಿ ಕರ್ನಾಟಕ ಜಲಸಾರಿಗೆ ಮಂಡಳಿ ಅಸ್ತಿತ್ವಕ್ಕೆ ಬಂದಿರುವುದರಿಂದ ಕರ್ನಾಟಕ ಕಿರು ಬಂದರುಗಳ ಭೂಮಿ ಹಂಚಿಕೆ ನೀತಿ 2020, (Karnataka Minor Port Land Allotment Guidelines 2020) ಅರ್ಜಿ ನಮೂನೆ ಹಾಗೂ ಮಾದರಿ ಗುತ್ತಿಗೆ ಕರಾರು ಪತ್ರಗಳಿಗೆ ಈ ಆದೇಶದಲ್ಲಿರುವ ಅನುಬಂಧದಲ್ಲಿರುವಂತೆ ಅನುಮೋದನೆ ನೀಡಿ ಆದೇಶಿಸಿದೆ.

ಈ ಆದೇಶವನ್ನು ಕಾನೂನು ಇಲಾಖೆಯ ಟಿಪ್ಪಣಿ ಸಂಖ್ಯೆ:ಲಾ 16 ಅಭಿಪ್ರಾಯ 2020, ದಿನಾಂಕ:21.01.2021 ರಂತೆ ಹೊರಡಿಸಲಾಗಿದೆ.

**ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಅಜ್ಞಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ**

(ಎಸ್. ಯೋಗಾನಂದ)
ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ, ಬಂದರು
ಮತ್ತು ಒಳನಾಡು ಜಲಸಾರಿಗೆ ಇಲಾಖೆ.
(ಬಂದರು)

KARNATAKA MINOR PORT LAND ALLOTTMENT GUIDELINES-2020

1. Background

Sustainable and optimum use of the port land plays a key role in promoting port activities and accommodating increasing traffic at the ports. Optimum utilisation of the land is essential for overall functioning of the Port sector growth of the traffic in ports and other share holders depending on there plan and to enhance revenue and sustainability of the Port.

As such, to regulate allotment of land within the limits of Minor ports and to put in mechanism for gainful utilization of the land and for regulated development of ports and related ancillaries and subsidiaries, it is very essential to have a guidelines for allotment of port land.

2. Objectives**2.1. The key objectives of the Guidelines are:-**

- a) To put the land resources to optimum usage as per the approved Land Use Plan of each minor port in the State in order to retain /attract more cargo and revenue.
- b) To ensure realisation of optimum value by licensing / leasing Port land by adopting a transparent procurement process.
- c) To prescribe procedure for revision of rates so as to keep track of change in market value / lease for the Ports and lay down methodology for regular updating of the rates in line with the market value.
- d) To provide special dispensation for cases relating to Government related port activities, purposes.; and
- e) To put the land resource available for port related activities. Development of ports, in efficient and other related ideas.

3. Scope**3.1. The Guidelines are applicable to all Minor Ports of Karnataka.****3.2. These Guidelines shall be also applicable to all new PPP projects. For such projects, approval of the project by competent authority shall be taken as approval for the lease of the land component of the project as per these guidelines.****4. Key Definitions**

“Lease” shall have the meaning assigned to it as in Section 105 of the Transfer of Property Act, 1882. Accordingly, lease is defined as transfer of a right to enjoy immovable property, made for a certain time, expressly provided for, in consideration of a price paid or promised, or of money to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms.

“Licence” shall have the same meaning assigned to it as in Section 52 of the Indian Easements Act, 1882. Accordingly, licence is defined as a right granted to another person by the grantor, to do or continue to do upon the immovable property of the grantor, something which would, in the absence of such right, be unlawful, and such right does not amount to an easement or an interest in the property.

“Board” shall mean the Karnataka Maritime Board constituted under section 3 of the Karnataka Maritime Board Act, 2015.

“Act” shall mean Karnataka Maritime Board Act, 2015.

“Government” shall mean “Government of Karnataka”

5. Constitution of Land Allotment Committee

- 5.1. A land allotment committee shall be constituted by the Karnataka Maritime Board comprising of Chief Executive Officer, as Chairman, Director of Ports, Chief Financial Controller Cum Chief Account Officer, Chief Engineer, Respective Port Officer for discharge of such functions as are allotted to it under this Guidelines. Director of Ports shall be the member secretary of the Committee.

6. Land Use Plan:

- a) Every Minor Port in Karnataka shall have a Land Use Plan covering all the land owned and/or managed by the Board. Such plans shall be approved by the Board and a copy would be forwarded to the Government. Any proposal for revision of Land Use Plan shall be finalised by the Board only after considering the objections and suggestions received from the various stakeholders. While finalising Land Use Plan care shall be taken to address concerns of existing leased Land. Land Use Plan of Ports shall be reviewed by the Board at least once in every five years.
- b) Any proposal for revision of the Land Use Plan shall be published in the website of the Board inviting objections and suggestions and shall be finalised by the Board after considering the objections and suggestions received.

7. Allotment of Port Land:

- 7.1. Board is empowered to lease/licensing out the port land based on the approved land use plan/zonig of the port and within the framework of Act.

7.2. Land can be allotted either on license or lease basis or tender cum auction basis/ Nomination basis as per the approved Land Use Plan.

7.3. The record of rights of the land applied shall be in the name of Government/ Board. The foreshore land within fifty yards of high-water-marks, subject to right of private properties therein, is the declared port limits.

8. Procedure for Allotment of land on license basis:

8.1. Fresh allotment of land inside the custom bond area:

- a) The land inside custom bond area, which is required on an immediate basis for any port related activities shall be given on license basis only and not on lease basis. The license may be granted up to a maximum period of 11 months by the Conservator of Port on first come first serve basis/nomination basis as per the scale of rates notified by the Board. The Port in its Land Use Plan should identify land which can be allotted on short-term license basis, i.e., for a tenure of maximum 11 months on first come first serve basis.
- b) The Board may also allot land inside the custom bond area for activities vital to Port operations or for those activities which are ancillary to the port activities and sea trade such as, weigh bridge, setting up of duty free shop, communication centres, parking facilities, passenger facilities like shopping centres, cyber cafes, health cafes etc. and security related activities on first come first serve basis/nomination basis at reserve price as per the scale of rates notified by the Board with the approved rate of annual escalation. The tenure of license for such land will be decided by the Board and such tenure shall not exceed 5 years. Based on actual need such leases can be reviewed as fresh leases at end of tenure period. All such proposals should, however have the necessary statutory and/or administrative approvals. Where more than one Application is received for allotment of land on license basis, the Land is to be allotted through tender-cum-auction methodology through a competitive bidding process over the reserve price of such plots which shall be as per the updated SoR notified by Board notified as per Para-11(b), with the approved rate of annual escalation.
- c) Land inside the custom bond area can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organisations under State/Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Coastal Police, CISF, Coast Guard and Navy subject to the availability of land and on the basis of updated SoR notified as per Para-11(b), with the approved rate of annual escalation. In cases where any CPSU/SPSU/Statutory Authority enters into Joint Ventures (JV) with private party/parties and the said CPSU/SPSU/Statutory Authority is the lead promoter and has the largest

share-holding in the said JV, CEO may decide to allot land to them also on nomination basis with the approval of the Board after incorporating appropriate safeguards. Concession may be granted to security agencies and Government Departments only up to 50%. However, in respect of land to be allotted to government departments which are essential to the functioning of the Port like customs, electricity department, Health department and for core security functions, concession up to 75% can be considered by the port. This concession can be given for only small extent of land required for core operational purposes imperative for Port functioning and not otherwise. The issue of granting concession and the quantum may be decided on a case to case basis by the Board, after recording the reasons in writing.

9. Land outside the custom bond area within the Port limits.

9.1. License of Land

Normally, land outside custom bond area shall be given on lease basis only. However, in specific cases, for reasons to be recorded in writing, land can be given on license basis only for port related activities. License of land outside custom bond area will also be governed by the same methodology and conditions as are applicable in case of land inside custom bond area.

9.2. Allotment of land on Lease basis:

- (a) Land should be normally be leased only in accordance with the Land Use Plan.
- (b) Land can be leased by the Board up to a period as specified under the Act. Renewal of leases beyond the specified period should be sent to the Government by the Board after satisfying itself that the same is required to be renewed and that the Port does not require the said land for its own use. Renewals will be granted through Land Allotment Committee and Board subject to the approval of the Government and renewals will be limited to a maximum cumulative period of 60 years.
- (c) In certain cases the lessee may require land for capital intensive investment like tank-farms, refineries, go-downs, container stack yard etc. In such cases, the Board may, at its option, decide to fix the tenure of lease for a period which is more than the period as specified under the Act. Such proposal is to be submitted with recommendation of the Board to Government for its approval. The Port in its Land Use Plan should identify land which can be allotted on long term lease basis.
- (d) Land shall be leased on first come first serve basis/nomination basis at reserve price as per the annual lease rental based on latest SoR notified as per Para-11(b), with the approved rate of annual escalation scale of rates notified by the Board. However, where more than one Application is received for allotment of land on lease basis, the land shall be leased through tender-cum-auction methodology through a competitive bidding process over the reserve price of such plots which shall be the updated SoR notified by

the Board. At the tender-cum-auction stage, depending upon its financial requirement, the Board may decide to invite bids either on- (i) Upfront basis, where the bidding parameter is the one-time upfront payment offered by the bidder for the lease period and a nominal lease rent of Rs. One per square metre to be collected every year for the currency of lease period, or; (ii) Premium basis, quoted by the bidder over and above the Reserve Price in terms of the annual lease rent, calculated as per the provisions of para- 11(d). While leasing out land on upfront basis, the Board shall fix the Reserve Price which would be the NPV of the sum total of annual lease rentals calculated as per Para 11(d), escalated annually at the rate approved by the Board as indicated in para 11(c). The discount factor would be the longest term G-sec rate as per the latest RBI Bulletin. In both cases, the Board shall keep equivalent of one year rentals as security deposit.

- (e) In respect of PPP projects, the annual lease rent based on latest SoR with the approved rate of annual escalation would be indicated to the bidders at the bidding stage itself. With respect for the period of PPP concession to land allotted for captive facilities, the lease rentals for the land allotted shall be recovered from the user as per the annual lease rental based on latest SoR notified as per Para-11(b), with the approved rate of annual escalation. The lease rental, as well as the rate of annual escalation would be approved by the Board.
- (f) Land can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organisations under State/Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Coastal Police, CISF, Coast Guard and Navy subject to the availability of land and on the basis of updated SoR notified as per Para-11(b), with the approved rate of annual escalation. In cases where any CPSU/SPSU/Statutory Authority enters into Joint Ventures (JV) with private party/parties and the said CPSU/SPSU/Statutory Authority is the lead promoter and has the largest share-holding in the said JV, CEO may decide to allot land to them also on nomination basis with the approval of the Board after incorporating appropriate safeguards. Concession may be granted to security agencies and Government Departments only upto 50% of the annual lease rent. However, in respect of land to be allotted to government departments which are essential to the functioning of the Port like customs, electricity department, health department and for core functions, concession up to 75% of the annual lease rental can be considered by the port. But such concession can be given for only small extent of land required for core operational purposes imperative for Port functioning and not otherwise. The issue of granting concession and the quantum may be decided on a case to case basis by the CEO after recording the reasons in writing.
- (g) When entering into a joint venture for improving Port connectivity or Port development with any public authority, land required for such projects, valued at the latest SoR may constitute the equity of the Port in such joint ventures.
- (h) The Board should not entertain any proposal for allotment of land to religious institutions or for religious purposes or to political institutions.

9.3. Renewal of Existing/Earlier Land on Lease basis:

- a) In cases of renewal of existing/earlier leases with or without renewal option, the Board should verify, if the land is required for its own use. If it is so required, the Board shall take possession of the land on expiry of lease.

If the land is not required by the Board for its own use, the Board should then check whether the land use is consistent with the Land Use Plan and whether the lessees are not in default. Where the lessees are not in default, following procedure will be adopted by the Board for renewal of lease of land outside the custom bond area.

- b) During the process of renewal of existing/earlier leases, the Port is required to differentiate between those lease-agreements that provide for renewal and those that do not provide for such renewal at the end of the lease-period.
- a. In cases of renewal of existing leases, without renewal option at the end of the lease-term, the lease will be reviewed if there are no other applicants. In case of more than one applicant the land will be put to tender-cum-auction with the first right of refusal to be extended to the existing lessee. The existing lessee should be allowed to match the H-1 bid. The bidding and auction would be only on the reserve price of the land. With a view to dissuade non-serious bids, EMD for a valid bid should be fixed at 10% of the latest SoR of the land being put on tender. If the only bidder is the existing lessee, the annual lease rental would be determined on the basis of the latest SoR notified under Para 11(b) or the price quoted by the existing lessee in the tender-cum-auction, whichever is higher. The provision of first right will also apply to expired lease (possession has been taken by the Port) in addition to existing leases.
- b. In respect of lease agreements with renewal option, the lease can be renewed by the Board by treating it as a fresh lease at the latest SoR notified as per para 11(b).
- c) If the Lessee fails to comply any conditions imposed in the lease agreement, then the penalty upto **3 times** the rate of the lease rent shall be recovered from the Lessee.
- d) Any renewal of lease to the original party over and above the existing period is to be approved by the Board, provided that the cumulative lease period does not exceed the period as specified under the Act.
- e) Any extension beyond the period as specified under the Act has to be recommended by the Land Allotment Committee to the Board. Recommendation from Land Allotment Committee will be examined by the Board which would satisfy itself regarding the justification for such extension and competitiveness of the rate at

which such extension is to be granted. Thereafter, it will be recommended to the Government for approval.

- f) After the expiry/termination of lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc., if the lessee continues to occupy it unauthorizedly, the lessee shall be liable to pay compensation for wrongful use and occupation at penalty at 3 (three) times the annual lease rent based on the latest SoR, till vacant possession is obtained by the Board. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis.
- g) For existing leases where the Board decides not to renew the lease period, the existing lessee shall, remove all structures on the leased land at his own cost within three (3) months prior to the expiry/termination of lease.
- h) For existing leases where Board decides to further give the land on lease after expiry of the existing lease, the existing lessee shall, remove all structures on the leased land at his own cost within three (3) months after tender-cum-auction, if the existing lessee fails to be successful in the process.
- i) Where the lessee fails to remove the structures on the leased land as set out in (g) and (h) above beyond the period specified therein, the lessee shall be liable to pay compensation for wrongful use and occupation as set out in sub-clause (f) above. Provided, where the Board so decides, for reasons to be recorded, it may also take over the structures after third party valuation of the assets with the concurrence of the lease holder. In case removal of structures is to be carried out by the Board, it would be at the cost of the lessee.
- j) The process of renewal of existing leases should be initiated by the respective Port well in advance, 3 months before the term of lease expires. The automatic renewal of existing leases should be preferably done within three months of receipt of such application of renewal. Liability to pay compensation for wrongful use by the lessee will not arise, if the delay in renewing such leases is wholly attributable to the Board.

10. General - Applicable to existing and new leases:

- a) The lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the Board provided the transferee takes over all the liabilities of the original lessee/ allottee and agrees to abide by the terms and conditions under which the lease was given to original lessee as if the transferee is the original party for that lease. The Board in giving such approval shall take whether the object has been achieved into consideration the object for which such land was allotted and whether the object of sub lease is consistent with the purpose to which the land would be used

by the transferee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port.

i. In case of leases granted on upfront basis

In case of those lands which were originally given on lease on upfront-rental basis, the transfer as per extant laws may be allowed subject to the transferee providing an undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period;

ii. In case of leases granted on annual lease rent basis

In case of leases granted on annual lease rent basis transfer may be allowed subject to the transferee providing an undertaking for payment of the annual lease rental for the balance period.

- b) The lessee may be allowed to sublet/partially sublet the leased premises to another party for the same purpose for which it was originally allotted only with the prior approval of the Land Allotment Committee. At the time of sublet / partial sublet it is to be examined if original objective of lease has been achieved and whether the object of sublet if found as per object of original lease. Also, such subletting shall be in accordance with the Land Use Plan. It is clarified that the original lessee would continue to remain responsible for payment of lease rent and for adherence to the terms and conditions of lease.
- c) NOC can be granted for mortgage of leasehold land, along with the permissible structures erected by the lessee thereon in favour of lenders, subject to the Board retaining the first charge on them. The Board may permit the mortgage on collection of a nominal fee commensurate with the size and lease value of the land to be fixed by the Board. All proposals for grant of NOC for mortgage may be duly recommended by the Land Allotment Committee and approved by the Board.
- d) Each lease agreement should specifically provide for termination of lease, if the leased land is not utilized for the purpose for which it is allotted, within two years of the allotment, or such shorter period as may be fixed at the time of approval of the lease. However, this period of two years can be extended by the Board and upon expiry of such extended period, if the land is not utilized for the purpose for which it is allotted, the lease agreement shall provide for automatic termination of the lease. Similarly, each lease agreement should specifically provide for surrender of lease, subject to prior notice by the lessee at least 6 (six) months in advance and refund of proportionate upfront premium if the land was leased on upfront basis. Even in existing leases, in cases of premature surrender of lease, proportionate upfront premium to be refunded by the Board if the land was leased on upfront basis.
- e) After the expiry/termination of lease or forfeiture of lease on account of change of

user assignment, etc., if the lessee continues to occupy it unauthorized, the lessee shall be liable to pay compensation for wrongful use and occupation as set out in sub-clause (f) of clause 9.3 above.

- f) If a lessee breaches/ violates any provision of Lease Agreement, Board would reserve the right to impose appropriate penalty on the lessee or cancel the lease depending upon the nature/ magnitude of breach / violation. Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.
- g) The Board would have the option to prescribe Minimum Guaranteed Traffic/ Minimum Guaranteed Revenue as conditions for fresh leases, if deemed fit.
- h) Fee applicable for leasing of water front area would be 10% of the fees charged for abutting land.
- i) The Board shall have the right to resume possession of the leased land in public interest before expiry of lease period. In such cases, subject to availability of land, the lessee may at the discretion of the Board be given an option to relocate activities in another suitable location to be offered by the Board, as per the Land Use Plan or refund of proportionate upfront premium if the land was leased on upfront basis.
- j) All requests for land allotment should be submitted in the application prescribed by the Board.
- k) The application for land allotment on lease basis shall be issued only after payment of Rs. 10,000/- (ten thousand only) as application fees to the Board.
- l) The application for land allotment on license basis shall be issued only after payment of Rs. 5000/- (Five thousand only) as application fees to the Board..
- m) The application submitted by the applicant shall furnish the financial details, details of experience in shipping sector, particulars of Board of Directors /Owners, details of land required and justifications, direct and indirect employment opportunity etc. The application should be evaluated transparently on the basis of the eligibility. The format of application is enclosed herewith.
- n) The lessee shall abide by all the terms & conditions stipulated under the lease agreement.
- o) The lessee in respect of the leased land shall indemnify the Board against all kind of damages, loss to property, Personnel, unlawful/illegal activities, spillage, theft, accident, violations of any rules and regulations.
- p) The lease/licence rent of one year shall be collected from the Lessee towards the security deposit.

- q) Transfer of lease should not be normally permitted where land has initially been allotted on nomination basis or at concessional rates of lease rent. If the objective of original lease has been achieved and the sublease objective is same then it may be consider by the Board.

11. Value of Land and SoR

- a. The Land Allotment Committee shall preferably take into account the factors mentioned herein below to determine the Value of Port Land and recommend accordingly to the Board.
 - i. Market value prevailing in the area, if available for similar classification/activities;
 - ii. Value prevailing in neighbouring state's minor ports, if available for similar classification/activities,
 - iii. Highest accepted tender-cum-auction rate of Port land for similar transactions for minor ports, updated on the basis of the annual escalation rate approved by the Board
 - iv. Rate arrived at by an approved valuer appointed for the purpose, if any, by the port
 - v. Any other relevant factor as may be identified by the Land Allotment Committee
- b. Based on the recommendation of the Land Allotment Committee proposing a schedule of rates for the use of the port land, the board will notify the latest SoR of the Land after following due process of consultation with stakeholders within 45 days of receipt of proposal. The Board shall revise the SoR of the port land as and when required and at least once in every 5 years.
- c. The Board will fix a rate of annual escalation which would not be less than 2%.
- d. Reserve Price in terms of the annual lease rent would be the latest SoR determined in accordance with Para 11(a) and 11(b) and would in no case be less than 6% of the latest value recommended by the Board.
- e. One-time supervision charges not exceeding 1% of the estimated cost of the infrastructures created to be collected from the lease/licence holder. The charges would be applicable even if the supervision is done by a third party.

12. Equity participation of Board in PPP Port Projects

- a) Where the Board chooses to take equity stake for a port project developed under PPP model, it shall be in the form of allotment of land. The proportion of equity stake of Board will be computed as proportion of the value of the land as per the

market rate prevailing in the area to the total project cost. The estimate of the total project cost will also be provided in the bid documents.

- b) The maximum equity participation by the Board in any port project will be 49% of the paid up capital.
- c) If the Board chooses to participate in equity, the land will be transferred to the special purpose vehicle (SPV) in lieu of the equity stake of the Board in the SPV.
- d) The ownership of such land will remain vested in the Board

13. Right of Way permission:

The Right of Way permission for laying pipelines/conveyors etc., from jetties to the tank farms within & outside port area shall be given with approval of the Board. It shall neither be a lease nor a license. As far as possible, the pipeline should be permitted only underground. There shall not be any allotment of land to a party for giving Right of Way permission. As far as possible, these shall be laid on common user basis and if the same pipeline is required by any other party, it shall be spared, on such terms as agreed between the parties and the Board. The parties shall have to abide by the conditions specified by the Port. An indicative list of guidelines/ conditions for Right of way permission is at Annexure to this document. The Board may formulate a separate policy for giving the Right of way permission and the terms and conditions relating thereto.

14. Transparency and Accountability Provisions:

- a) All proposals for transfer of leases, change of purpose/use, mortgage of land, Right of Way permission etc. shall be recommended by the Land Allotment Committee and approved by the Board.
- b) The allotments through tender-cum-auction shall preferably and progressively be done through e- tendering (wherever more competitive bid is expected) / nomination basis as per the discretion of the board.
- c) All financial transactions related to land shall be made with authorized banks on e- payment basis.
- d) Details of latest market value assessed by Board should be displayed on their website. All matters relating to land bank belonging to a Port, including location and availability should be placed on their website.
- e) Any proposal for fresh lease/ licence or renewal of existing lease/licence should be placed in the discretion public domain and reasonable time provided for inviting comments / suggestions of the public.
- f) In case of any ambiguity or doubt arising in regard to any provision, the Government of Karnataka would have the powers to interpret and clarify the same within the overall

framework and spirit of these guidelines.

- g) In case of any difficulty arising in implementing these guidelines, the Government would have the powers to relax the provisions in these Guidelines, in public interest, within the overall framework and spirit of the guidelines.

15. Savings

- i. all existing leases shall continue as per the lease agreement.
- ii. all earlier leases shall have lease renewal clauses, shall be renewed on terms laid as per this polir

BROAD TERMS AND CONDITIONS FOR ISSUANCE OF RIGHT OF WAY PERMISSION FOR LAYING PIPELINES/CONVEYORS ETC.

1. The parties shall be allowed to lay pipelines/conveyors etc., on right of way basis and on purely temporary basis.
2. Only permission shall be given. There shall not be any allotment of land to the party nor is to be construed to be a lease or licence.
3. Facility compensation or right of way charges shall be paid by all parties. For the purpose of Right of way leave charges, the area occupied by pipelines shall be calculated based on the diameter and length of those pipelines.
4. As far as possible, the pipelines may be laid on common-user basis. If any other party wants to use the pipelines, they may be given permission on such terms as agreed to between the Parties and the Board.
5. One-time supervision charges equal to 1% as a percentage of the cost of laying of pipelines/conveyors etc. in the port limits shall be paid by all the parties to the Board. The charges would be applicable even if the supervision is done by a third party.
6. All statutory permissions including that of explosives and fire-safety, CRZ, Pollution Control Board or any other Competent Authorities etc., shall be obtained by the parties concerned from the respective authorities.
7. Board shall reserve the right to direct the parties to remove the pipelines modify or re-route the pipelines in the exigencies or interest of the Port and the Party shall carry out the same at their own cost.
8. The party shall indemnify the Board against all kinds of damages, loss to Port property, personnel etc., caused laying, maintenance and operation of pipelines.
9. The party shall take adequate safety measures and arrange for patrolling of their pipelines round the clock at their own cost.
10. The Board shall not be held responsible for any loss, damages, pilferage Oil Pollution, accident, spillage, violation of any rules, regulations and procedures of any department/competent authorities etc., of the products from pipelines.
11. Other usual operating conditions as laid down by the Board would apply.

**GOVERNMENT OF KARNATAKA
KARNATAKA MARITIME BOARD**

Off : Director of Ports & Inland Water Transport, Karwar
Karwar – 581 302

Tel ; 08382-221494 08382-221488 Fax: 08382-228918 e-mail : directoratep@gmail.com

Application for Allotment of Port land on License / Long Lease

I/We hereby apply for registering my/our requirements of land at Karwar Port

I/We hereby furnish the necessary information in respect of my/our company and the project
we propose to Newly set up/ Re-locate (shifting)/ Expand/ Diversify hereinafter

For Official Use by
Port

Serial Number

--	--

--	--	--	--	--

Date

--	--

Date

--	--

Month

--	--	--	--

Year

Details of Bank Draft submitted along with the application

Amount Rs.

--	--	--	--	--	--	--	--	--

Draft No.

--	--	--	--	--	--	--	--	--

Draft Date

--	--

Date

--	--

Month

--	--	--	--

Year

Drawn on

--

(Name of the Bank)

--

Payable at**I. Applicant Company /Firm Information**

1.1 Name of the Concern	
1.2 Address	
Registered office :	
Door No. :	
Street :	
Village/ Town :	
Taluk :	
District :	
State :	
Pin code :	
For communication :	
Door No. :	
Street :	
Village/ Town :	
Taluk :	
District :	
State :	
Pin code :	
1.3 Telephone	
1.4 Fax	
1.5 E-mail	
1.6 Type of Organization [tick]	<input type="checkbox"/> Proprietary Concern <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Private Ltd. Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Co-operative Society <input type="checkbox"/> LLP
	<u>Government</u> State <input type="checkbox"/> Central <input type="checkbox"/> Undertaking <input type="checkbox"/>
1.7 Firm Registration Details	a) Year of establishment _____ b) Year of Commencement of business _____ c) Registration No. _____ d) Registering Authority _____
1.8 Whether the Applicant (s) belongs to reserved category please tick mark and enclose the necessary certificate (in case of Proprietary /Partnership firm only)	SC () ST () Ex-serviceman () Technocrat () Women () For expansion of the existing Industry () Resigned from service PSU ()

<p>1.9</p> <p>a) Whether the applicant in possession of premises in part or whole in his own sister, subsidiary or Associated concerns (Plot, Shed, Shop, House etc.,) in any of the areas of Port, if so please give the details of the same.</p> <p>b) Details of the dues payable to the Port on any account including water charges, property tax etc.</p>	<p>i) Plot No. _____ ii) Shed Name of Industrial Area _____</p> <p>iii) Shop _____</p> <p>iv) House _____</p> <p>v) Others _____</p> <p>vi) Status _____</p> <p>Allottee / (sub) lessee in Name and Style of M/s. _____</p>
--	---

II. Promoter Information

2.1 Particulars of Key Promoter or Group Company

2.1.1	Name	
2.2.2	Address	
2.2.3	Phone Office : Residence : Mobile :	
2.2.4	Email	
2.2.5	Professional Qualification & experience	
2.2.6	Brief description of Business of firm	

2.2.7	Assets (Rs. in lakhs)	
2.2.8	Liabilities (Rs. in lakhs)	
2.2.9	Details of Immovable assets, land and building etc.	
2.2.10	Net worth (Please attach CA Certified Net worth Certificate with details of properties)	
2.2.11	PAN Number Please attach IT Returns (Last 3 years)	
2.2.12	Financial Performance details for immediate last 3 years (in million Rs) (Statement of Balance sheet to be attached)	
2.2.13	Details of experience of Company in Shipping Business in Indian Ports / Foreign Ports	

2.2 Particulars of Other Promoters

Sl. No.	Name	Address	Contact [Telephone Nos.]	Qualification	Experience	Net worth (Rs. Crores)

[Attach separate sheet (s) if necessary]

III. Details of Land required and Justification

3.1	Purpose for which land is required	
3.2	Extent of land required and preferred Plot size	
3.3	Whether cargo to be handled is hazardous or non-hazardous	
3.4	Specific reasons for requirement of land within Port area & type of cargo likely to be handled	
3.5	Have you prepared Project Feasibility report (PFR) for facility to be put up on land required? If so please enclose copy of PFR	

3.6	Give justification for land required for each sub-component for facility along with general layout plan for facility	
3.7	How much will be the annual output in physical terms from the facility put up with full justification for the same	
3.8	Time frame for commissioning of facility	
3.9	How much cargo will be generated per annum from your facility	

3.10 List of Plant & Machinery with the KWA required

Sl.No.	Plant & machinery Description	Capacity

3.11 Means of Finance

Equity from Promoters (Rs. in lakhs)

Domestic	
Foreign	
Total Equity	

Debt :

	Name	Amount
Financial Institutions		
Other (Pl. specify)		

Total Equity + Debt

--

3.12 Approvals (please fill the ones applicable)

a) Foreign Investment Promotion Board (FIPB)/ Reserve Bank of India (RBI) Approval No.		Date	
b) Indl. Entrepreneurs Memorandum No. (IEM)		Date	
c) Export Orient Unit (EoU) Regn. No.		Date	
d) Letter of Intent (LoI) No.		Date	

Phase-I	Phase-II	Phase-III
<input type="text"/>	<input type="text"/>	<input type="text"/>

3.13 Expected date of commencement of construction :

3.14 Expected date of trial operations

3.15 Expected date of commencement of commercial operations :

3.6 Employment

3.16.1 Direct Employment

	Phase-I	Phase-II	Phase-III
Skilled			
Unskilled			
Supervisory			
Managerial			
Total			

Male			
Female			

3.16.2 Indirect employment

3.16.3 Maximum number of workers proposed to be employed in the factory / unit on any one day

3.16.4 Whether factory/ Unit will be having any high pressure reaction vessels? If yes, number of such vessels may be indicated :

3.17 Energy Consumption (Power required for the project)

3.17.1 Energy Source (in KVA) ;

APTRANSCO Supply
DG Set

Own Generation

3.17.2 Energy Requirement

	Phase-I	Phase-II	Phase-III
Power Requirements from KPTCL (in KVA)			
Contracted maximum demand (in KVA)			
Required Power supply line KV			
Voltage rating at which HT supply is required			
Load Factor			
Total			

3.17.3 Probable fate of requirement of power supply

	Phase-I	Phase-II	Phase-III
Construction Phase Date	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commercial Production Date	<input type="text"/>	<input type="text"/>	<input type="text"/>

IV. Land & Utilities

4.1 Requirement of land required for various facilities (Give break-up of total requirement)

Sl. No.	Facility	Phase-I	Phase-II	Phase-III
1.	Plant & Factory Buildings			
2.	Administrative Buildings			
3.	Storage & Warehousing			
4.	Road, Water storage, sub-station etc.			
5.	Open areas, Green belt etc.			
	Total			

V. Water Requirement

5.1 Peak water requirement (KL per day)	Phase-I	Phase-II	Phase-III
Temporary (during construction)			
Permanent (Commercial Production Phase)			

VI. Details of Effluents

	Phase-I	Phase-II	Phase-III
Effluent Quantity (m ³ / day)			
Solid Waste (Kg/day)			
Disposal system proposed			
Total			
Brief description on types of effluent generated and treatment proposed			

I/We have read the conditions of allotment of Plots/ Sheds in the above Industrial Area(s) / Industrial park (s) together with the Port Lands Allotment conditions. If we fail to comply with the conditions stipulated in the Provisional Allotment letter issued to me/us, the allotment remains cancelled automatically and the amount paid by me/us towards EMD remains forfeited by the Port Department without prejudice to all other rights of the Department.

I/We further state that the particulars given above are true and correct to my/our knowledge and belief and that no material facts have been concealed or withheld.

Place :

Date :

Signature (s) of applicant (s)
with the name below in bracket
(in Block Letters)

List of Documents to be filed along with the Application

- 1) Detailed Project Report with process flow chart with justification of land requirement
- 2) Plant/ Machinery layout with details of greenery/ lawn to be maintained as per the APPCB norms, if any.
- 3) Entrepreneurs Memorandum Part I/ Part II (SSI Registration)
- 4) DD/ Pay order drawn in favour of the Port Officer, Karwar towards EMD & Process fee
- 5) Certified copy of Community/ Cast certificate, if applicable
- 6) Certificate copy of address proof

- 7) Copy of PAN Card for Identify Proof
- 8) 2 Photographs of the Applicant (s)
- 9) Certified copy of Partnership Deed/ Articles of Memorandum & Association of the company/ Society Registration (as applicable)
- 10) Any other relevant documents.

MODEL AGREEMENT FOR LEASING OF PORT LAND

This Lease Deed (“Deed”) is made on the _____ day of Two Thousand _____ between;

The Governor of Karnataka represented by *** and having its principal offices at ***** (hereinafter called the “LESSOR” which expression shall where the context so admits be deemed to include its successors and assigns) of the one part;

And

_____ ¹ having its registered office at **** (hereinafter referred to as the “LESSEE”) which expression shall where the context so admits be deemed to include its heirs, executors, administrators, representatives and permitted assigns of the other part.

WHEREAS

- A. The Lessee has applied to the State Government of Karnataka/Karnataka Maritime Board (KMB) for grant on lease the port land specified in the Schedule hereunder written and shown in the plan attached herewith for the purpose of [*Provide details about the purpose for which the Site is leased under this Deed*].
- B. The State Government/KMB have found that there is no objection to the grant of lease and has accordingly vide Order No. _____ dated _____ have accorded the necessary sanction in the matter.

NOW THEREFORE, in consideration of the premises and the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. GRANT OF LEASE AND POSSESSION

¹ Provide details of the entity to which the lease is given under this Deed

1.1. Subject to the provisions of this Deed, Lessor hereby grants on lease to the Lessee, and the Lessee accepts the lease from Lessor, all that piece and parcel of land measuring [] acres/sq.mts and situated at [] and more particularly described and identified in Schedule hereto (“Site”) together with all and singular rights, liberties, privileges, easements, benefits, or appurtenant to the Site or any part thereof, and to hold, possess, use and enjoy the site and/or any part thereof, in accordance with the provisions of this Deed.

1.2. The Lessee confirms that it has been put in physical possession of the Site on [*Mention Date/ the date of execution hereof*]

2. LEASE PERIOD

2.1. Unless this Deed is terminated prematurely in accordance with the provision hereof, the term of this Deed shall be for [*Number*] years commencing from the date of execution of this Deed. The Lessor may, at the request of Lessee, if provision is made in original allotment and land not required for Board use may extend the Lease for another term for a period not exceeding [Number]² years for the same purpose for which it was given during first term of the Lease Period and at such terms and conditions as may be mutually agreed between the Parties.

2.2. The Lessee shall give notice to the Lessor of its intention to renew the Lease at least 3 (Three) months before the expiry of the initial term of Lease Period.

2.3. In the event of termination of this Deed pursuant to the provisions of this Deed, the Lease Period shall be limited to the date of Termination.

3. LEASE RENT

3.1. In consideration of Lessor leasing the Site to the Lessee and granting the rights, privileges and benefits set forth in this Deed, the Lessee shall during the Lease Period pay to the Lessor, Lease Rent of Rs. _____ per annum/month plus GST at prevailing rate

² The cumulative Lease period shall not exceed the period as specified under the Karnataka Maritime Board Act

commencing from the date of execution of this Deed ("Lease Rent"). The Lease Rent shall be increased by ___3% every year during the Lease Period.

- 3.2. The Lessee shall pay all lease rents as per the Scheduled of Rates as fixed/revised by the Government/KMB from time to time during the lease period
- 3.3. The Lease Rent shall be payable in advance at the beginning of each year and must be paid within sixty (60) days of the beginning of each year, with the Lease Rent being prorated for part of a year.
- 3.4. If the Lessee fails to pay the Lease Rent as aforesaid, the Lessee shall be liable to pay interest thereon, at the rate of [two (2) percentage points above the State Bank of India Prime-Lending Rate] from the date on which such Lease Rent becomes due and payable, subject always to the Lessor's right to terminate the Agreement as provided in Clause 3.5 below.
- 3.5. Non-payment of the Lease Rent for one (1) year shall be deemed to be a material breach of this Deed for the purposes of Clause 8.2.

4. LESSOR'S OBLIGATIONS AND COVENANTS

4.1. Possession, use and enjoyment

Lessor agrees, undertakes and warrants that subject to the terms hereof, the Lessee shall be entitled to possess, hold, use and enjoy the Site and every part thereof during the Lease Period. Lessor shall have no obligation to provide the Lessee any land in addition to the Site.

4.2. Laying utility through Site

The Lessor shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables to be taken through the Site and the Lessee shall not be entitled to any compensation in respect of the same, including compensation, if any, relating to the space occupied by such public utility services. Provided that, while allowing such public utility services to be taken through the said Site, only the minimum possible hindrance shall be caused to other structures in the said Site.

³ Annual escalation of Lease Rent should not be less than 2%.

4.3. Consents

Should the Lessee require any consents or no objections of Lessor in obtaining power, water, telephone and communication and such other facilities that the Lessee may require, to use and enjoy the Site effectively for the purpose for which the Lease is given under this Deed, Lessor shall provide the same within reasonable time.

5. LESSEE'S OBLIGATIONS AND COVENANTS

5.1. Use of Site

- a. The Lessee shall use the Site solely for the purpose for which the Site has been leased hereunder, and unless otherwise approved by the Lessor, shall not make any excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the said Site.
- b. The Lessee shall utilize the Site for the purpose for which it is leased under this Deed within [____ (____)4] years of execution of this Deed.
- c. Where the Lessee fail to utilize the land within the period stipulated in sub-clause (b) above, the Lessor reserves the right to cancel the lease and repossess the land. However, this period of two years can be extended by the Board and upon expiry of such extended period, still if Lessee fails to utilize the said Port land, then lease shall stand automatically cancelled.
- d. The Lessee shall comply with any rules and regulations, framed by the Government /KMB in connection with checking of goods entering or leaving the Site.

5.2. Security Deposit

The Lessee has paid to the Lessor as Security Deposit of an amount of Rs./- (RupeesOnly)5. Security Deposit is refundable without the

⁴ Provide period not exceeding 2 years from the date of execution of this Deed.

interest or adjusted within three months after the expiry of the Lease period on the delivery of vacant possession of the Site by the Lessee, subject to deductions, if any, lawfully and legally payable by the Lessee under the terms of this Lease deed and in law.

5.3. Lease Rent

The Lessee shall regularly pay the Lease Rent and shall observe and fulfil each of its obligations and covenants set forth herein.

5.4. Indemnity

- a. The Lessee shall indemnify Lessor in respect of any applicable charges, deposits and other monies levied by third parties for and in relation to the provision by such third parties to the Lessee of water, electricity, telephone and communication facilities.
- b. The Lessee in respect of the leased land shall indemnify the Lessor against all kind of damages, loss to property, Personnel, unlawful/illegal activities, spillage, theft, accident, violations of any rules and regulations.
- c. The Lessee shall hold the Lessor free from all risk and responsibilities in respect of structures raised machinery installed, goods stored etc., in the Site from damage or loss due to any cause.

5.5. Maintenance

The Lessee shall (i) keep and maintain the Site and the buildings and structures thereon in good and habitable condition at all times and (ii) shall ensure that the Site will be free from encroachments at all times and to the extent that there occur any encroachments on the Site, shall use its reasonable endeavours to remove such encroachments from the Site, as soon as practicable.

5.6. Regulatory Approvals

The Lessee shall obtain all the required permissions, No Objection Certificates, Clearance Certificates, regulatory approvals etc., from the concerned Competent Authorities of the

⁵ The Security Deposit shall be equivalent to one year annual Lease Rent

Department of Environment, CRZ, Karnataka State Pollution Control Board and from any other Departments /Competent Authorities prior to commencement of construction activities or carrying out any activities on the Site.

5.7. Inspection by Lessor

- a. The Lessee hereby authorizes Lessor and its authorized officials at all reasonable times during the Lease Period to enter upon and inspect the Site / buildings, structures in the Site for the purposes or viewing and examining the state of condition thereof and for keeping watch for strict compliance of any of the terms and conditions of this Deed.
- b. The Lessee shall notify the Lessor of any material breach by the Lessee of any regulatory approvals required in relation to the Site.

5.8. Stamp Duty & Registration Charges

The Lessee shall bear the stamp duties and registration charges payable in respect of the lease contemplated herein.

5.9. No Encumbrance

The Lessee undertakes not to create any Encumbrances on the Site, except as permitted in this Deed or as may be required by the terms of any regulatory approval or permission or pursuant to any law.

5.10. Compliance with Environmental Law and Safety norms

- a. The Lessee shall obtain or cause to be obtained all clearances, permits and consents under any applicable Environmental Law that it requires to enable it to carry out the purposes for which the lease is granted under this Deed and the Lessee shall comply with the conditions of such clearances, permits and consents.
- b. The lessee shall take all necessary precaution to ensure that the environmental pollution does not take place and in case the environmental pollution takes place the lessee shall be held responsible for the same and he has to bear all the consequential losses caused.
- c. The Lessee shall perform all its activities in accordance with all Port Regulations/KMB directions and follow all Regulations / norms as may be prescribed by other

competent/statutory authorities from time to time and the same are deemed to be a part of the Lease Deed and shall be binding on the Lessee.

5.11. Supervision Charges

The Lessee shall pay the supervision charges to the Lessor at [___%]⁶ of the estimated value of the construction prior to commencement of constructions on the Site. For avoidance of doubt, the charges provided herein shall be applicable even if the supervision is done by a third party.

5.12. General Obligation

- a. The Lessee shall not encroach upon any land, river or sea portion around the Site or dump and refuse / hazardous articles into the sea /river.
- b. The Lessee shall not keep or permit to be kept in the Site or any part thereof any offensive, noisy or dangerous trade, business or occupation.
- c. The Lessee shall submit construction drawings for approval of the Lessor within three months from the date of taking possession of the Site and shall specify the period in which the construction would be completed.
- d. The Lessee shall erect and construct upon the Site at its own expenses all the building and works to be constructed in accordance with such designs, plans and specifications as are previously approved by the Lessor.
- e. The Lessee shall not keep or permit to be kept in the Site any materials of a dangerous nature the keeping of which may contravene any Law, Act, Rules or Regulations without the prior sanction of Competent Authority.
- f. The Lessee shall carry out all survey and sub-soil investigation for the construction of all structures through well-qualified and reputed firms at his own cost at the Site and furnish the copies of such investigation and other results to the Lessor.

⁶ Amount not exceeding 1% to be provided

- g. The Lessee shall ensure that during construction and operation of other activities in the Site it shall not cause any kind of hindrances or inconveniences to the Port Departmental works or activities of other Port users.
- h. The Lessee shall make his own arrangements for water and electricity and other infrastructure including formation of approach road and levelling the land leased to the required level at its own cost.
- i. The Lessee shall pay all the existing and future rates, taxes, fees, duties, etc., leviable by the Central / State Government or any local authority in respect of Site or activities carried thereon.
- j. The Lessee shall not erect any commercial hoarding or advertisement board in the Site without the written permission of the Lessor.
- k. The Lessee shall insure all movable/ immovable properties, plants, machinery, goods, structures standing on the Site including third party risk insurance at its own cost with the approved Insurance Company and the lessee shall arrange for timely renewal of the said insurance policy well in advance.
- l. Without prejudice to other remedies available under this Agreement, the Lessor shall be entitled to recover any amount due under this agreement as arrears of land revenue.
- m. The Lessee shall also abide by the special conditions stipulated by the Government /KMB as and when circumstances arise.

6. Surrender of Lease

- 6.1. The Lessee shall be entitled to surrender the whole or a part of the Site before the expiration of the Lease Period, provided the Lessee gives six months' notice or pay six months' Rent in lieu thereof.

In cases where the whole or a part of Site is surrendered at the instance of the Lessor, the Lessee shall not be liable to give notice or Lease Rent in lieu thereof as above. Rent will, however, be payable for the period up to the date of surrender of the Site.

6.2. Notwithstanding anything contained in this Deed, where the Site is required to be surrendered by the Lessee to Lessor, the Lessee shall forthwith surrender the same to Lessor, without encumbrances, and Lessor shall be at full liberty to deal therewith in the manner it chooses. For the avoidance of doubt this shall include but not limited to:

- (a) Enter upon and take possession and control of the site forthwith
- (b) Prohibit the Lessee, and any person claiming to represent the Lessee, from entering upon/dealing with the surrendered part of the Site.

7. Cancellation of Lease

Notwithstanding any other provisions herein contained where the Site is required for Lessor's own purposes or in national interest, the Lessor shall be entitled to cancel the Lease in respect of any such part or whole of the Site, with the improvements thereon, with three months prior notice to the Lessee. In such event, the Lessee shall be entitled to corresponding remission of the Lease Rent where applicable and compensation payable will be worked out by the Lessor in accordance with the following formula, in respect of the buildings and fixtures, if any, which at any time during the currency of the Lease may have been erected or affixed by the Lessee upon the said Site.

Provided, that in case of any dispute between the parties hereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Lessor shall be final and binding.

FORMULA PRESCRIBED FOR PAYMENT OF COMPENSATION

$$DV = R + \frac{(E-R)(L-A)}{L}$$

DV= DEPRECIATED VALUE

E = PRESENT DAY COST

R = 10% OF E

L = ASSESSED LIFE

A = PRESENT AGE.

Provided further that, where the Lessor has any land available to be given to the Lessee in lieu of the Site, The Lessor may give option to the Lessee to relocate activities to such another suitable location at Lessee's own cost without claiming any compensation

8. EVENT OF DEFAULT AND TERMINATION

8.1. Event of Default

Event of Default means either Lessee Event of Default or the Lessor Event of Default or both as the context may admit or require.

8.2. Lessee's Event of Default

Any of the following events shall constitute an event of default by the Lessee ("**Lessee Event of Default**") unless such event has occurred as a result of a force majeure event or the Lessor Event of Default:

- i. The Lessee fails to pay the Lease Rent as set out in Clause 3 for 1 (one) year and more than 60 days have elapsed since such default;
- ii. The Lessee uses the Site for any purpose other than the purpose for which the same is leased under this Deed;
- iii. The Lessee assigns or sub-let the Site in contravention of Clause 10 of this Deed;
- iv. The Lessee defaults in making payment of electricity, water or any other charges liable to be paid as per the conditions of this Deed;
- ii. The Lessee is carrying out any activities prohibited by the laws on the Site;
- iii. The Lessee is in material breach of any of their obligations under this Deed on account of its own acts of omission or commission and the same has not been remedied for more than 60 (sixty) days.
- iv. The Lessee defaults in complying with the Business Plan and Investment schedule submitted by him as part of this agreement.

8.3. Lessor's Event of Default

Any of the following events shall constitute an event of default by the Lessor ("**the Lessor Event of Default**"), when not caused as a result of a force majeure event or by a Lessee Event of Default:

- i. the Lessor has unlawfully repudiated this Deed or otherwise expressed their intention not to be bound by this Deed;

8.4. Termination due to Event of Default**a. Termination due to Parties Event of Default**

- i. Without prejudice to any other right or remedy under this Deed, upon the occurrence of Event of Default, the affected Party shall be entitled to terminate this Deed by issuing a preliminary notice to other Party ("Preliminary Notice").
- ii. Within 60 days of receipt of Preliminary Notice, the other Party shall forward to the affected Party their proposal to remedy/cure the underlying Event of Default (the "**Lessee/Lessor Proposal to Rectify**"). In case of non-submission of the Proposal to Rectify by the other Party within the period stipulated therefor, the affected Party shall be entitled to terminate this Deed by issuing termination notice.
- iii. If the Proposal to Rectify is forwarded by the other Party to the affected Party within the period stipulated therefor, the other Party shall have further period of 30 days to remedy/cure the underlying Event of Default. If, however the other Party fails to remedy/cure the underlying Event of Default within such further period allowed, the Affected Party shall be entitled to terminate this Deed by issuing termination notice.

b. Termination Notice

If a Party having become entitled to do so decides to terminate this Deed pursuant to the preceding Clause 8.4 (a) such Party shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 60 (sixty) days from the date of Termination Notice;
- iii. any other relevant information.

c. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- iv. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations under this Deed;

- v. the termination payment, if any, payable by the Lessor in accordance with the following Clause 8.4 (e) is paid to the Lessee on the Termination Date; and
- vi. the Site handed over to the Lessor by the Lessee on the Termination Date free from any Encumbrance along with any payment that may be due by the Lessee to the Lessor.

d. Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Deed, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice may be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

e. Termination Payments on account of Event of Default

- i. Upon Termination of this Deed due to Lessees Event of Default, the Lessor shall forfeit the Security Deposit;
- ii. Upon Termination of this Deed due to Lessor's Event of Default, the Lessor shall release the Security Deposit and shall make remission of the Lease Rent up to the period of Termination Date, where applicable, subject to deductions, if any, lawfully and legally payable by the Lessee under the terms of this Lease deed and in law. Further, the Lessee shall be entitled for compensation in respect of the buildings and fixtures, if any, which at any time during the currency of the Lease may have been erected or affixed by the lessee upon the said Site as per the formula set out in Clause 7.

8.5. Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in the event of Lessee's Event of Default, the Lessor shall be entitled to terminate the Lease without any compensation or concession in accordance with the relevant provisions.

8.6. Rights of the Lessor on Termination

- a. Upon Termination of this Deed for any reason whatsoever, the Lessor shall upon making the Termination Payment, if any, to the Lessee have the power and authority to:

- i. enter upon and take possession and control of the Site forthwith;
 - ii. prohibit the Lessee and any person claiming through or under the Lessee from entering upon/ dealing with the Site.
- b. Notwithstanding anything contained in this Deed , the Lessor shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Lessee in connection with the Site, and the hand back of the Site by the Lessee to the Lessor shall be free from any such obligation.
- c. The Lessee shall upon receipt of the above Termination payment, hand over to the Lessor the peaceful, physical and vacant possession of the Site in the same condition as it was at the time of handing over the possession to the Lessee, if required by the Lessor, subject to normal wear and tear.

9. HANDBACK REQUIREMENT

- 9.1. Within three months of expiry the Lessee shall remove all structures at its own cost and shall hand over the Site in such a manner as directed by the Lessor.
- 9.2. It is further agreed that if the Lessee does not remove the building as allowed above or restore the Site to its original conditions as required by above within the time prescribed in the said clauses the Lessor shall have the right to remove the said building and fixtures and restore the Site to its original conditions and the cost of such removal and restoration shall be realized by the Lessor by the sale of materials recovered and the balance, if any, from the Lessee. In case there is any amount left from the sale price of the materials so removed, after realization of the cost of removal and restoration preferred to herein, the same may be utilized by the Lessor for recovery of any other amounts that may due to the Lessor from the Lessee.

Provided, where the Lessor so decides, for reasons to be recorded, it may also take over the structures after third party valuation of the assets with the concurrence of the Lessee.

- 9.3. Upon expiry of Lease Period the Lessee shall hand over the Site along with all the structures, building, pipelines etc., raised on the Site to the Lessor in “**as is where is condition**” without claiming any compensation or concession.
- 9.4. After the expiry/termination/ determination of Lease or forfeiture of lease on account of change of user assignment, etc. if the Lessee continues to occupy the Site unauthorized, the Lessee shall be liable to pay compensation for wrongful use and occupation at three times the lease rent calculated in annual basis applicable as on the date of such expiry/termination/ determination of Lease or forfeiture of lease, till vacant possession is obtained.

10. ASSIGNMENT

- 10.1. The Lessee shall not assign, transfer or sublet the Site or the buildings/structures/facilities erected or to be erected thereon or any part thereof, without the consent in writing of the Board provided transferee takes all liabilities of this lease. Upon assignment, transfer or sub-lease of the Site or any part thereof or of the building to be erected thereon or any part thereof with the consent of the Lessor in writing, and at any time within one month of the date of such assignment, transfer or sublease, the Lessee shall deliver a notice of such assignment, transfer or sub-lease to the Lessor setting forth the names and descriptions of the parties thereto and particulars and effect thereof.
- 10.2. Any assignment, transfer or sub-lease of Site or any part thereof without the prior approval of the Land Allotment Committee, shall make Lease liable for termination and Lessee shall be liable to pay penalty/ or compensation for such unauthorized sub-letting. The compensation amount will be three times the annual lease rent payable by lessee.
- 10.3. The Lessee shall not create any charge in respect of the leasehold interest relating to the Site as well as the building constructed on the same without the prior written consent of the Lessor, it being clearly understood that such consent will not be granted, except in compliance with the Guidelines issued by the State Government for allotment of port land from time to time.
- 10.4. Save as provided above any purported transfer, assignment or security interest granted without Lessor's consent shall not be effective and shall be a breach of this Deed.

11. DISPUTE RESOLUTION

11.1. Negotiation and Conciliation

The Parties shall use their respective reasonable endeavours to settle any dispute, difference claim, question or controversy between the Parties arising out of, in connection with or in relation to this Deed (“**Dispute**”) amicably between themselves through negotiation.

11.2. Reference to Arbitrator

Any Dispute which the Parties are unable to resolve pursuant to Clause 11.1 within sixty (60) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be referred and settled under the Arbitration Centre – Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

11.3. Miscellaneous

The venue of arbitration shall be [Bangalore/Karwar]. Each Party shall pay the expenses of the arbitration in accordance with the Rules and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.

11.4. Decision/Award

Any decision or award of an arbitral tribunal appointed pursuant to this Clause 11 shall be final and binding upon the Parties. The Parties waive any rights to appeal or any review of such award by any court or tribunal of competent jurisdiction insofar as such waiver can validly be made. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

12. GOVERNING LAW

This Deed is governed by and shall be construed in accordance with the Laws of the Republic of India.

13. GENERAL PROVISIONS

13.1. Entire Agreement

This Deed together with the Schedules and other agreements referred to herein constitute the entire agreement of the Parties with respect to the subject matter and the transaction envisaged in this Deed and supersedes all previous agreements, understandings, correspondences and documents relating to the subject matter and the transaction envisaged herein.

In case of discrepancy between in the conditions mentioned herein and the guidelines relating to Karnataka Minor Port Land Allotment Guidelines-2020, the said Guideline and any amendment made therein from time to time shall prevail.

13.2. Waiver

Neither Party shall be deemed to have waived any right under this Deed, unless such Party shall have delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No delay or omission in the exercise of any power or remedy shall be construed to be a waiver of any default or acquiescence therein.

13.3. Amendments

No amendments, supplements, modifications or waivers of this Deed or the terms or provisions hereof shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

13.4. Counterparts

This Deed shall be executed between the parties in two (2) counterparts and each fully executed counterpart shall be deemed an original.

13.5. Notices

- a. All notices, demands or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by prepaid registered post or E-mail or facsimile transmission addressed to the intended recipient thereof at its address or facsimile number given below or to such address or facsimile number as any Party may from time to time notify to the other Party;

In case of Lessor to:

Fax No. _____

In case of the Lessee to:

Fax. No. _____

Attention: _____

- b. Notices shall be effective when received by the intended recipient. Any such notice, demand or communication shall be deemed to have been duly served if given or made by facsimile transmission, immediately on receipt of the successful transmission report by the sender, or if given personally, on delivery thereof to the address of the recipient, or if given by registered post, 5(five) days after posting the same by registered post.
- c. Either Party may change any of the details set out in this Clause by giving notice of the change to the other Party.

IN WITNESS WHEREOF the Parties hereto have signed this Deed on the date and year first written above.

Signed for and on behalf of the Lessor

By a duly authorized representative

Signed for and on behalf of the Lessee

By a duly authorized representative

In the presence of witnesses:

1)

2)

SCHEDULE

TOWN OR VILLAGE	WARD NO.	SRUVEY NO.	AREA	BOUNDARIES
				North: South: East: West:

N.B.: 1. Strike out whichever condition is not applicable.

PR-36

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ನಡವಳಿಗಳು

ವಿಷಯ: ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು, ಬೇಗೂರು ಹೋಬಳಿ, ಹುಳಿಮಾವು ಗ್ರಾಮದ ಸ.ನಂ.63 ರಲ್ಲಿ 4-04 ಎಕರೆ/ಗುಂಟೆ ಮತ್ತು ಸ.ನಂ.49 ರಲ್ಲಿ 0-15 ಗುಂಟೆ ಸೇರಿದಂತೆ ಒಟ್ಟು 4-19 ಎಕರೆ/ಗುಂಟೆ ಸರ್ಕಾರಿ ಜಮೀನನ್ನು ರಾಜ್ಯ ಗುಪ್ತವಾರ್ತೆ ಘಟಕದ ತರಬೇತಿ ಅಕಾಡೆಮಿಯನ್ನು ಸ್ಥಾಪಿಸುವ ಉದ್ದೇಶಕ್ಕೆ ಒಳಾಡಳಿತ ಇಲಾಖೆಗೆ ಉಚಿತವಾಗಿ ಮಂಜೂರು ಮಾಡುವ ಬಗ್ಗೆ

ಓದಲಾಗಿದೆ:

1. ಒಳಾಡಳಿತ ಇಲಾಖೆ ಕಡತ ಸಂಖ್ಯೆ: ಹೆಚ್‌ಡಿ 76 ಬಿಪಿಎಲ್ 2021.
2. ಸರ್ಕಾರದ ಪತ್ರ ಸಂಖ್ಯೆ: ಆರ್‌ಡಿ 272 ಎಲ್‌ಜಿಬಿ 2021; ದಿನಾಂಕ: 23.11.2021.
3. ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಎಲ್‌ಎನ್‌ಡಿ(ಎಸ್‌)ಸಿಆರ್/ 166/21-22; ದಿನಾಂಕ: 29.11.2021.
4. ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಎಲ್‌ಎನ್‌ಡಿ(ಎಸ್‌)ಸಿಆರ್/ 166/21-22; ದಿನಾಂಕ:15.12.2021.
5. ಮಾನ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದ ರಿಟ್ ಅರ್ಜಿ ಸಂಖ್ಯೆ: 22585/2021 ರ ದಿನಾಂಕ:10.12.2021ರ ಆದೇಶ.

ಪ್ರಸ್ತಾವನೆ:

ಮೇಲೆ ಓದಲಾದ ಕ್ರಮ ಸಂಖ್ಯೆ (1) ರಲ್ಲಿ ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕಿನ ಬೇಗೂರು ಹೋಬಳಿಯ ಹುಳಿಮಾವು ಗ್ರಾಮದ ಸ.ನಂ.63ರಲ್ಲಿ 5-00 ಎಕರೆ ಸರ್ಕಾರಿ ಜಮೀನನ್ನು ರಾಜ್ಯ ಗುಪ್ತವಾರ್ತೆ ಘಟಕದ ತರಬೇತಿ ಅಕಾಡೆಮಿಯನ್ನು ಸ್ಥಾಪಿಸಲು ಮಾನ್ಯ ಮುಖ್ಯಮಂತ್ರಿಯವರು ಮತ್ತು ಮಾನ್ಯ ಕಂದಾಯ ಸಚಿವರು ತಾತ್ಕಾಲಿಕ ಅನುಮೋದನೆಯನ್ನು ನೀಡಿರುತ್ತಾರೆ.

ಮೇಲೆ ಓದಲಾದ ಕ್ರಮ ಸಂಖ್ಯೆ (2) ರಲ್ಲಿ ಡೈರೆಕ್ಟರ್ ಜನರಲ್ ಮತ್ತು ಇನ್ಸ್‌ಪೆಕ್ಟರ್ ಜನರಲ್ ಆಫ್ ಪೊಲೀಸ್ ರವರ ಕೋರಿಕೆಯನ್ವಯ ಮಾನ್ಯ ಮುಖ್ಯಮಂತ್ರಿಯವರು ಮತ್ತು ಮಾನ್ಯ

ಕಂದಾಯ ಸಚಿವರು ಅನುಮೋದಿಸಿರುವಂತೆ ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು, ಬೇಗೂರು ಹೋಬಳಿ, ಹುಳಿಮಾವು ಗ್ರಾಮದ ಸ.ನಂ.63 ರಲ್ಲಿ 5-00 ಎಕರೆ ಜಮೀನು ಮತ್ತು ಸದರಿ ಜಮೀನಿನಲ್ಲಿರುವ ಕಟ್ಟಡಗಳನ್ನು ರಾಜ್ಯ ಗುಪ್ತ ವಾರ್ತೆ ಘಟಕದ ತರಬೇತಿ ಅಕಾಡೆಮಿಯನ್ನು ಸ್ಥಾಪಿಸುವ ಉದ್ದೇಶಕ್ಕಾಗಿ ಒಳಾಡಳಿತ ಇಲಾಖೆಗೆ ಮಂಜೂರು ಮಾಡುವ ಬಗ್ಗೆ ಸಚಿವ ಸಂಪುಟ ನಿರ್ಣಯವನ್ನು ಕಾಯ್ದಿರಿಸಿ, ಒಳಾಡಳಿತ ಇಲಾಖೆಯ ವಶಕ್ಕೆ ನೀಡಲು ಸರ್ಕಾರವು ಅನುಮೋದನೆಯನ್ನು ನೀಡಿ, ಪ್ರಸ್ತಾವಿತ ಜಮೀನನ್ನು ಮಂಜೂರು ಮಾಡಲು ಸೂಕ್ತ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಸಲ್ಲಿಸುವಂತೆ ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲಾಧಿಕಾರಿಯವರಿಗೆ ನಿರ್ದೇಶನ ನೀಡಲಾಗಿತ್ತು.

ಅದರಂತೆ ಮೇಲೆ ಓದಲಾದ ಕ್ರ.ಸಂ. (3) ರ ಪತ್ರದಲ್ಲಿ, ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಇವರು ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕಿನ ಬೇಗೂರು ಹೋಬಳಿಯ ಹುಳಿಮಾವು ಗ್ರಾಮದ ಸ.ನಂ.63ರ ಬ್ಲಾಕ್ ನಂಬರ್ 1 ರಲ್ಲಿ 3-22 ಎಕರೆ/ಗುಂಟೆ ಜಮೀನನ್ನು ಸರ್ಕಾರದ ಆದೇಶದಂತೆ ರಾಜ್ಯ ಗುಪ್ತ ವಾರ್ತೆ ಘಟಕದ ತರಬೇತಿ ಅಕಾಡೆಮಿಯನ್ನು ಸ್ಥಾಪಿಸಲು ರಾಜ್ಯ ಗುಪ್ತ ವಾರ್ತೆ ಇಲಾಖೆಗೆ ಹಸ್ತಾಂತರಿಸಲಾಗಿದೆ ಎಂದು ಮತ್ತು ಹುಳಿಮಾವು ಗ್ರಾಮದ ಸ.ನಂ.63 ರ ಬ್ಲಾಕ್ ನಂಬರ್ 2 ರಲ್ಲಿ 0-22 ಗುಂಟೆ ಸಾರ್ವಜನಿಕ ರಸ್ತೆ ಮತ್ತು ಹುಳಿಮಾವು ಗ್ರಾಮದ ಸ.ನಂ.49 ರ ಬ್ಲಾಕ್ ನಂಬರ್ 3 ರಲ್ಲಿ 0-15 ಗುಂಟೆ ಜಮೀನು ಲಭ್ಯವಿದ್ದು, ಇಸ್ಲಾಮಿಯಾ ಇನ್ಸ್ಟಿಟ್ಯೂಟ್ ರವರು ಒತ್ತುವರಿ ಮಾಡಿದ್ದ ಈ ಜಮೀನುಗಳನ್ನು ಸರ್ಕಾರದ ಸುಪರ್ದಿಗೆ ಪಡೆಯಲಾಗಿರುತ್ತದೆ ಎಂದು ವರದಿ ಮಾಡಿರುತ್ತಾರೆ.

ಮೇಲೆ ಓದಲಾದ ಕ್ರ.ಸಂ. (4) ರ ಪತ್ರದಲ್ಲಿ, ಜಿಲ್ಲಾಧಿಕಾರಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಇವರು ಈಗಾಗಲೇ ಸಲ್ಲಿಸಿದ್ದ 3-22 ಎಕರೆ/ಗುಂಟೆ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಮಾರ್ಪಡಿಸಿ, ಹುಳಿಮಾವು ಗ್ರಾಮದ ಸ.ನಂ.63 ರಲ್ಲಿ ಬ್ಲಾಕ್-1 ರಲ್ಲಿ 3-22 ಎಕರೆ/ಗುಂಟೆ, ಬ್ಲಾಕ್-2 ರಲ್ಲಿ 0-22 ಗುಂಟೆ ಮತ್ತು ಸ.ನಂ.49 ರ ಸರ್ಕಾರಿ ಮುಘತ್ ಕಾವಲ್‌ನಲ್ಲಿ ಇಸ್ಲಾಮಿಯಾ ಇನ್ಸ್ಟಿಟ್ಯೂಟ್ ಆಫ್ ಟೆಕ್ನಾಲಜಿ ರವರ ಒತ್ತುವರಿಯಿಂದ ತೆರವುಗೊಂಡಿರುವ ಬ್ಲಾಕ್-3 ರಲ್ಲಿ 0-15 ಗುಂಟೆ ಒಳಗೊಂಡಂತೆ ಒಟ್ಟು 4-19 ಎಕರೆ/ಗುಂಟೆ ಜಮೀನನ್ನು ರಾಜ್ಯ ಗುಪ್ತವಾರ್ತೆ ಘಟಕದ ತರಬೇತಿ ಅಕಾಡೆಮಿಯನ್ನು ಸ್ಥಾಪಿಸಲು ಮಂಜೂರು ಮಾಡಲು ಪ್ರಸ್ತಾವಿಸಿರುತ್ತಾರೆ.

ಏತನ್ಮಧ್ಯೆ, ಮೇಲೆ ಓದಲಾದ ಕ್ರಮ ಸಂಖ್ಯೆ (5) ರಲ್ಲಿ ಶ್ರೀಮತಿ ಮುನಿಯಲ್ಲಮ್ಮ ಬಿನ್ ಲೇಟ್ ಮುನಿಯಲ್ಲಮ್ಮ ಮತ್ತು ಇತರರು ರಾಜ್ಯ ಸರ್ಕಾರ ಮತ್ತು ಇತರರ ವಿರುದ್ಧ ಮಾನ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಹುಳಿಮಾವು ಗ್ರಾಮದ ಸ.ನಂ.63ರ ಜಮೀನಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ದಾಖಲಿಸಿರುವ ರಿಟ್ ಅರ್ಜಿ ಸಂಖ್ಯೆ:22585/2021 (KLR-RES) ರ ಪ್ರಕರಣದಲ್ಲಿ ಮಾನ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯವು ದಿನಾಂಕ:10.12.2021ರಂದು ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶವನ್ನು ನೀಡಿದೆ.

Learned Additional Government Advocate is directed to accept notice for till the next hearing, unless the property belonging to the petitioners and respondent NO.7 is properly identified in a revenue sketch, no development activities shall take place in the land bearing Sy.No.63 of Hulimavu village, Begur Hobli, Bangalore South Taluk.

ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರು ಸಲ್ಲಿಸಿರುವ ಪ್ರಸ್ತಾವನೆಯನ್ನು ನಿಯಮಾನುಸಾರ ಕೂಲಂಕಷವಾಗಿ ಪರಿಶೀಲಿಸಿ, ಸರ್ಕಾರವು ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶಿಸಿದೆ.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಆರ್. 272 ಎಲ್‌ಜಿಬಿ 2021.
ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 02.02.2022.

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು, ಬೇಗೂರು ಹೋಬಳಿ, ಹುಳಿಮಾವು ಗ್ರಾಮದ ಸ.ನಂ.63ರ ಬ್ಲಾಕ್ ನಂ.1 ರಲ್ಲಿ 3-22 ಎಕರೆ/ಗುಂಟೆ, ಸ.ನಂ.63ರ ಬ್ಲಾಕ್ ನಂ.2 ರಲ್ಲಿ 0-22 ಗುಂಟೆ ಮತ್ತು ಸ.ನಂ.49 ರ ಬ್ಲಾಕ್ ನಂ.3 ರಲ್ಲಿ 0-15 ಗುಂಟೆ ಸೇರಿದಂತೆ ಒಟ್ಟು 4-19 ಎಕರೆ/ಗುಂಟೆ ಸರ್ಕಾರಿ ಜಮೀನನ್ನು ಮಾನ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ದಾಖಲಾಗಿರುವ ರಿಟ್ ಅರ್ಜಿ ಸಂಖ್ಯೆ: 22585/2021 (KLR-RES) ರ ಪ್ರಕರಣದಲ್ಲಿ ದಿನಾಂಕ:10.12.2021ರಂದು ಮಾನ್ಯ ನ್ಯಾಯಾಲಯವು ನೀಡಿರುವ ಆದೇಶದನ್ವಯ ಪ್ರಸ್ತಾಪಿತ ಸ.ನಂ.63 ರ ಜಮೀನಿನಲ್ಲಿ ಯಾವುದೇ ಅಭಿವೃದ್ಧಿ ಕಾರ್ಯಗಳನ್ನು ಕೈಗೊಳ್ಳಬಾರದೆಂಬ ಷರತ್ತಿನೊಂದಿಗೆ ಮತ್ತು ಮಾನ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದ ಅಂತಿಮ ಆದೇಶಕ್ಕೆ ಒಳಪಟ್ಟು ರಾಜ್ಯ ಗುಪ್ತವಾರ್ತೆ ಘಟಕದ ತರಬೇತಿ ಅಕಾಡೆಮಿಯನ್ನು ಸ್ಥಾಪಿಸುವ ಉದ್ದೇಶಕ್ಕೆ ಕರ್ನಾಟಕ ಭೂ ಮಂಜೂರಾತಿ ನಿಯಮಗಳು, 1969ರ ನಿಯಮ 22-ಎ(3)(i)ರನ್ವಯ ಉಚಿತವಾಗಿ ಈ ಕೆಳಕಂಡ ಷರತ್ತುಗಳನ್ನು ವಿಧಿಸಿ ಒಳಾಡಳಿತ ಇಲಾಖೆಗೆ ಮಂಜೂರು ಮಾಡಿ ಆದೇಶಿಸಿದೆ.

ಷರತ್ತುಗಳು:

1. ಸದರಿ ಜಮೀನನ್ನು ಯಾವ ಉದ್ದೇಶಕ್ಕೆ ಮಂಜೂರು ಮಾಡಲಾಗಿದೆಯೋ ಅದೇ ಉದ್ದೇಶಕ್ಕೆ 2 ವರ್ಷಗಳ ಅವಧಿಯೊಳಗೆ ಉಪಯೋಗಿಸತಕ್ಕದ್ದು;
2. ಮಂಜೂರಾಗಿರುವ ಜಮೀನಿನಲ್ಲಿ ಯಾವುದೇ ರೀತಿಯಲ್ಲಿ ಅತಿಕ್ರಮಣವಾಗದಂತೆ ಕ್ರಮವಹಿಸುವುದು;
3. ಮಂಜೂರಾತಿ ಜಮೀನಿನ ಮೇಲೆ ಯಾವುದೇ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ದಾವೆ ದಾಖಲಾಗಿದ್ದಲ್ಲಿ ಈ ಮಂಜೂರಾತಿ ನ್ಯಾಯಾಲಯದ ಅಂತಿಮ ತೀರ್ಪಿಗೆ ಒಳಪಟ್ಟಿರುತ್ತದೆ;
4. ಮಂಜೂರಾದ ಜಮೀನಿನಲ್ಲಿ ಅಭಿವೃದ್ಧಿ ಕಾರ್ಯಗಳನ್ನು ಆರಂಭಿಸುವ ಪೂರ್ವದಲ್ಲಿ ಶಾಸನ ಬದ್ಧವಾಗಿ ಪಡೆಯಬೇಕಾದ ಪರವಾನಗಿಯನ್ನು ಸಂಬಂಧಿಸಿದ ಪ್ರಾಧಿಕಾರಿಗಳಿಂದ ಪಡೆಯುವುದು ಹಾಗೂ ನಿಯಮಾನುಸಾರ ಪಾವತಿಸಬೇಕಾದ ಶುಲ್ಕಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಪಾವತಿಸುವುದು;
5. ಮಂಜೂರಾದ ಜಮೀನು ಕರ್ನಾಟಕ ಭೂ ಮಂಜೂರಾತಿ ನಿಯಮಗಳು, 1969 ನಿಯಮಗಳಿಗೆ ಬದ್ಧವಾಗಿದ್ದು, ಸದರಿ ನಿಯಮಗಳು ಉಲ್ಲಂಘನೆಯಾದಲ್ಲಿ, ಈ ಮಂಜೂರಾತಿ ಆದೇಶವನ್ನು ರದ್ದುಪಡಿಸಿ ಮಂಜೂರಾದ ಜಮೀನನ್ನು ಯಾವುದೇ ಪರಿಹಾರ ನೀಡದೆ ಸರ್ಕಾರದ ವಶಕ್ಕೆ ಪಡೆಯಲಾಗುವುದು.

6. ಮಂಜೂರಾದ ಜಮೀನಿನ ವಾಸ್ತವ ಪರಿಸ್ಥಿತಿಗಳನ್ನು ಗಮನದಲ್ಲಿಟ್ಟುಕೊಂಡು ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಪೂರಕ ಷರತ್ತುಗಳನ್ನು ವಿಧಿಸಬಹುದಾಗಿದೆ.

**ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,**

(ಸಿ. ಬಲರಾಮ್)

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,

ಕಂದಾಯ ಇಲಾಖೆ (ಭೂ ಮಂಜೂರಾತಿ-1).

PR-37

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ನಡವಳಿಗಳು

ವಿಷಯ: ಡಾ|| ಕೆ.ಶಿವರಾಮ ಕಾರಂತ ಬಡಾವಣೆಗಾಗಿ ಹೊರಡಿಸಿರುವ ಅಧಿಸೂಚನೆಯಲ್ಲಿ ಒಳಗೊಂಡಿರುವ ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಯಲಹಂಕ ತಾಲ್ಲೂಕು ವ್ಯಾಪ್ತಿಯ ವಿವಿಧ ಗ್ರಾಮಗಳಲ್ಲಿನ ಸರ್ಕಾರಿ ಜಮೀನುಗಳನ್ನು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ಮಂಜೂರು ಮಾಡುವ ಬಗ್ಗೆ.

* * *

ಓದಲಾಗಿದೆ:

1. ಜಿಲ್ಲಾಧಿಕಾರಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಎಲ್‌ಎನ್‌ಡಿ(ವೈ)/ಸಿಆರ್/ 69/21-22; ದಿನಾಂಕ:04.11.2021.
2. ಮಾನ್ಯ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಸಲ್ಲಿಸಿದ ಅಪಿಡೆವಿಟ್; ದಿನಾಂಕ: 09.11.2021.
3. ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಎಲ್‌ಎನ್‌ಡಿ(ವೈ)/ಸಿಆರ್/ 69/21-22; ದಿನಾಂಕ: 29.12.2021.

ಪ್ರಸ್ತಾವನೆ:

ಮೇಲೆ ಓದಲಾದ ಕ್ರಮ ಸಂಖ್ಯೆ (1) ರ ಪತ್ರದಲ್ಲಿ ಜಿಲ್ಲಾಧಿಕಾರಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಇವರು ಡಾ|| ಶಿವರಾಮ ಕಾರಂತ ಬಡಾವಣೆ ನಿರ್ಮಾಣಕ್ಕಾಗಿ ಹೊರಡಿಸಿರುವ ಅಧಿಸೂಚನೆಯಲ್ಲಿ ಒಳಗೊಂಡಿರುವ ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆಯ ಯಲಹಂಕ ಮತ್ತು ಬೆಂಗಳೂರು ಉತ್ತರ ತಾಲ್ಲೂಕಿನ 17 ಗ್ರಾಮಗಳಲ್ಲಿ ಒಟ್ಟು 416-30 ಎಕರೆ/ಗುಂಟೆ ಜಮೀನನ್ನು ಮಂಜೂರು ಮಾಡಿ ಹಸ್ತಾಂತರಿಸುವಂತೆ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ಕೋರಿರುತ್ತದೆ, ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರದ ಕೋರಿಕೆಯನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ, ಅಧಿಸೂಚನೆಯನ್ವಯ 393-31 ಎಕರೆ/ಗುಂಟೆ ಜಮೀನು ಮಾತ್ರ ಭೂ ಸ್ವಾಧೀನವಾಗಿರುತ್ತದೆ ಎಂದು ವರದಿ ಮಾಡಿರುತ್ತಾರೆ. ಈ ಮಾಹಿತಿಯೊಂದಿಗೆ ಜಿಲ್ಲಾಧಿಕಾರಿಯವರು 393-31 ಎಕರೆ/ಗುಂಟೆ ಜಮೀನುಗಳನ್ನು 6 ವಿಧಗಳಲ್ಲಿ 4ಎ, 4ಬಿ, 4ಸಿ, 4ಡಿ, 4ಇ ಮತ್ತು 4ಎಫ್ ಗಳೆಂದು ಈ ಕೆಳಕಂಡ ಕೋಷ್ಟಕದಲ್ಲಿರುವಂತೆ ವರ್ಗೀಕರಿಸಿ, ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು ಇವರಿಗೆ ಮಂಜೂರು ಮಾಡಲು ಶಿಫಾರಸ್ಸಿನೊಂದಿಗೆ ಸರ್ಕಾರಕ್ಕೆ ಪ್ರಸ್ತಾವನೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ:-

ಕೋಷ್ಟಕ-1

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರಗಳು	ಯಲಹಂಕ ತಾಲ್ಲೂಕು	ಬೆಂಗಳೂರು ಉತ್ತರ ತಾಲ್ಲೂಕು	ಒಟ್ಟು
1	ಮಂಜೂರು ಮಾಡಲು ಕೋರಿರುವ ಸರ್ಕಾರಿ ಜಮೀನಿರುವ ಅಧಿಸೂಚಿತ ಗ್ರಾಮಗಳ ಸಂಖ್ಯೆ	14	3	17
2	ಒಟ್ಟು ಸರ್ವೆ ನಂಬರ್ ಗಳ ಸಂಖ್ಯೆ	22	5	27
3	ಮಂಜೂರು ಮಾಡುವಂತೆ ಕೋರಿರುವ ಸರ್ಕಾರಿ ಜಮೀನಿನ ವಿಸ್ತೀರ್ಣ (ಎಕರೆ/ಗುಂಟೆಗಳಲ್ಲಿ)	359-08	57-22	416-30

4	ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ:ಯುಡಿಡಿ/553/ಎಂಎನ್‌ಎಕ್ಸ್/2018, ದಿನಾಂಕ:30.10.2018 ರಲ್ಲಿ ಒಳಗೊಂಡಿರುವ ಸರ್ಕಾರಿ ಜಮೀನುಗಳು	336-09	57-22	393-31
	ಎ. ಹಸ್ತಾಂತರಿಸಲು ಲಭ್ಯವಿರುವ ಸರ್ಕಾರಿ ಜಮೀನುಗಳು	60-29.08	5-30	66-19.08
	ಬಿ. ಖಾಸಗಿಯವರಿಗೆ ಮಂಜೂರು ಮಾಡಿದ್ದು, ನಿಯಮ 136(3) ರಂತೆ ವ್ಯಾಜ್ಯವನ್ನೊಳಗೊಂಡಿರುವ ಜಮೀನುಗಳು	142-20	9-26	152-06
	ಸಿ. ವಕ್ಫ್ ವ್ಯಾಜ್ಯವಿರುವ ಜಮೀನುಗಳು	88-35	-	88-35
	ಡಿ. ಸರ್ಕಾರಿ ಇಲಾಖೆಗಳಿಗೆ/ ಸಾರ್ವಜನಿಕ ಉದ್ದೇಶಗಳಿಗಾಗಿ ಈಗಾಗಲೇ ಮಂಜೂರು ಮಾಡಿರುವ ಜಮೀನುಗಳು (ವಕ್ಫ್ ವ್ಯಾಜ್ಯ ಹೊಂದಿರುವ ಜಮೀನುಗಳನ್ನು ಹೊರತುಪಡಿಸಿ)	44-04.08	32-15	76-19.08
	ಇ. ಕರೆ	-	3-21	3-21
	ಎಫ್. ವಿವಿಧ ನ್ಯಾಯಾಲಯಗಳಲ್ಲಿ ವ್ಯಾಜ್ಯಗಳನ್ನೊಳಗೊಂಡಿರುವ ಜಮೀನುಗಳು	-	6-10	6-10

ಜಿಲ್ಲಾಧಿಕಾರಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಆಧರಿಸಿ, ಮೇಲೆ ಓದಲಾದ ಕ್ರಮ ಸಂಖ್ಯೆ (2) ರಂತೆ ಸರ್ಕಾರದ ಪರವಾಗಿ ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಕಂದಾಯ ಇಲಾಖೆ ಇವರು ದಿನಾಂಕ:09.11.2021 ರಂದು ಮಾನ್ಯ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಪ್ರಮಾಣಪತ್ರವನ್ನು ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

ರಾಜ್ಯ ಸರ್ಕಾರವು ಪ್ರಮಾಣಪತ್ರ ಸಲ್ಲಿಸಿದ ನಂತರ, ಸದರಿ ಪ್ರಮಾಣ ಪತ್ರದಲ್ಲಿನ ಅಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸುವಂತೆ ಮತ್ತು ಪ್ರಸ್ತಾಪಿತ ಜಮೀನನ್ನು ಸ್ವಾಧೀನಪಡಿಸಿಕೊಳ್ಳುವ ಬಗ್ಗೆ ಕೈಗೊಳ್ಳಬಹುದಾದ ಕ್ರಮಗಳ ಬಗ್ಗೆ ಸಲಹಾತ್ಮಕ ವರದಿಯೊಂದನ್ನು ಸಲ್ಲಿಸುವಂತೆ ಮಾನ್ಯ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯವು, ನ್ಯಾಯಮೂರ್ತಿ ಎ.ವಿ.ಚಂದ್ರಶೇಖರ್ ಸಮಿತಿಯನ್ನು ಕೋರಿರುತ್ತದೆ. ಮುಂದುವರಿದು, ಸದರಿ ಪ್ರಮಾಣಪತ್ರದ ಪ್ರತಿಯನ್ನು ನ್ಯಾಯಮೂರ್ತಿ ಎ.ವಿ.ಚಂದ್ರಶೇಖರ್ ಸಮಿತಿಗೆ ಲಭ್ಯಪಡಿಸುವಂತೆ ಮಾನ್ಯ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯವು ರಾಜ್ಯ ಸರ್ಕಾರಕ್ಕೆ ನಿರ್ದೇಶಿಸಿರುತ್ತದೆ. ಅದರಂತೆ ದಿನಾಂಕ:06.12.2021 ರಂದು ಜರುಗಿದ ಸಭೆಯಲ್ಲಿ, ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರದ ಅಧಿಸೂಚನೆಯಲ್ಲಿರುವ ಜಮೀನುಗಳ ವಿಸ್ತೀರ್ಣವನ್ನು ಮತ್ತೊಮ್ಮೆ ಪರಿಶೀಲಿಸಿ, ಪರಿಷ್ಕೃತ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಸಲ್ಲಿಸುವಂತೆ ಸಮಿತಿಯು ಜಿಲ್ಲಾಧಿಕಾರಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರಿಗೆ ನಿರ್ದೇಶನ ನೀಡಿರುತ್ತದೆ.

ಮೇಲೆ ಓದಲಾದ ಕ್ರಮ ಸಂಖ್ಯೆ (3) ರ ಪತ್ರದಲ್ಲಿ ಜಿಲ್ಲಾಧಿಕಾರಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರು ದಿನಾಂಕ:06.12.2021ರ ರಂದು ನ್ಯಾಯಮೂರ್ತಿ ಎ.ವಿ.ಚಂದ್ರಶೇಖರ್ ರವರ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ಜರುಗಿದ ಸಭೆಯಲ್ಲಿ ಪ್ರಸ್ತಾಪಿತ ಜಮೀನುಗಳ ಬಗ್ಗೆ ಚರ್ಚಿಸಲಾಯಿತು ಮತ್ತು ಸಭೆಯಲ್ಲಿ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ಜಮೀನುಗಳ ಪರಿಷ್ಕೃತ ಪಟ್ಟಿಯನ್ನು ಒದಗಿಸಿ, ಒಟ್ಟು 442 ಎಕರೆ 24 ಗುಂಟೆ ಸರ್ಕಾರಿ ಜಮೀನುಗಳನ್ನು ಮಂಜೂರು ಮಾಡುವಂತೆ ಕೋರಿರುತ್ತದೆ ಎಂದು ವರದಿ ಮಾಡುತ್ತಾ, ಜಿಲ್ಲಾಧಿಕಾರಿಯವರು ಈ ಕೆಳಕಂಡಂತೆ ಒಟ್ಟು 442 ಎಕರೆ 24 ಗುಂಟೆ ಸರ್ಕಾರಿ ಜಮೀನುಗಳನ್ನು ಮಂಜೂರು ಮಾಡಲು ಪರಿಷ್ಕೃತ ಪ್ರಸ್ತಾವನೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ:-

ಕೋಷ್ಟಕ-೨

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರಗಳು	ಯಲಹಂಕ ತಾಲ್ಲೂಕು	ಬೆಂಗಳೂರು ಉತ್ತರ ತಾಲ್ಲೂಕು	ಒಟ್ಟು
1	ಮಂಜೂರು ಮಾಡಲು ಕೋರಿರುವ ಸರ್ಕಾರಿ ಜಮೀನಿರುವ ಅಧಿಸೂಚಿತ ಗ್ರಾಮಗಳ ಸಂಖ್ಯೆ	13	4	17
2	ಒಟ್ಟು ಸರ್ವೆ ನಂಬರ್ ಗಳ ಸಂಖ್ಯೆ	21	7	28
3	ಮಂಜೂರು ಮಾಡುವಂತೆ ಕೋರಿರುವ ಸರ್ಕಾರಿ ಜಮೀನಿನ ವಿಸ್ತೀರ್ಣ (ಎಕರೆ/ಗುಂಟೆಗಳಲ್ಲಿ)	328-21	114-03	442-24
4	ಎ) ಹಸ್ತಾಂತರಿಸಲು ಲಭ್ಯವಿರುವ ಸರ್ಕಾರಿ ಜಮೀನುಗಳು	62-27.08	3-30	66-17.08
	ಬಿ) ಖಾಸಗಿಯವರಿಗೆ ಮಂಜೂರು ಮಾಡಿದ್ದು, ನಿಯಮ 136(3) ರಂತೆ ವ್ಯಾಜ್ಯವನ್ನೊಳಗೊಂಡಿರುವ ಜಮೀನುಗಳು	140-32	17-07	157-39
	ಸಿ) ವಕ್ಫ್ ವ್ಯಾಜ್ಯವಿರುವ ಜಮೀನುಗಳು	74-29	-	74-29
	ಡಿ) ಸರ್ಕಾರಿ ಇಲಾಖೆಗಳಿಗೆ/ ಸಾರ್ವಜನಿಕ ಉದ್ದೇಶಗಳಿಗಾಗಿ ಈಗಾಗಲೇ ಮಂಜೂರು ಮಾಡಿರುವ ಜಮೀನುಗಳು (ವಕ್ಫ್ ವ್ಯಾಜ್ಯ ಹೊಂದಿರುವ ಜಮೀನುಗಳನ್ನು ಹೊರತುಪಡಿಸಿ)	45-28.08	60-01	105-29.08
	ಇ) ಕೆರೆ	-	3-21	3-21
	ಎಫ್) ವಿವಿಧ ನ್ಯಾಯಾಲಯಗಳಲ್ಲಿ ವ್ಯಾಜ್ಯಗಳನ್ನೊಳಗೊಂಡಿರುವ ಜಮೀನುಗಳು	-	6-10	6-10
	ಜಿ) ಖಾಸಗಿ ಸ್ವತ್ತುಗಳು (ಹರಾಜಿನ ಮೂಲಕ ಮಂಜೂರಾಗಿರುವ ಜಮೀನುಗಳು)	4-24	23-14	27-38

ಜಿಲ್ಲಾಧಿಕಾರಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರು ಸಲ್ಲಿಸಿರುವ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಸಮಗ್ರವಾಗಿ ಪರಿಶೀಲಿಸಿದ ಸರ್ಕಾರವು ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶಿಸಿದೆ.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಆರ್. 217 ಎಲ್‌ಜಿಬಿ 2021,

ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 03.02.2022.

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಡಾ|| ಕೆ.ಶಿವರಾಮ ಕಾರಂತ ಬಡಾವಣೆಗಾಗಿ ಹೊರಡಿಸಿರುವ ಅಧಿಸೂಚನೆಯಲ್ಲಿ ಒಳಗೊಂಡಿರುವ ಜಮೀನುಗಳನ್ನು ಮಾನ್ಯ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಸಲ್ಲಿಸಿರುವ ಪ್ರಮಾಣಪತ್ರದಂತೆ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು ಇವರಿಗೆ ಮಂಜೂರು ಮಾಡಿ ಹಸ್ತಾಂತರಿಸುವುದಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶಿಸಿದೆ:-

1. ಈ ಕೆಳಕಂಡ ಕೋಷ್ಟಕದಲ್ಲಿರುವ ಸರ್ಕಾರಿ ಜಮೀನುಗಳನ್ನು ಕರ್ನಾಟಕ ಭೂ ಮಂಜೂರಾತಿ ನಿಯಮಗಳು, 1969 ರ ನಿಯಮ 20(1)(ಸಿ) ರನ್ವಯ ಮಾರುಕಟ್ಟೆ ಮೌಲ್ಯದ ಶೇಕಡ 50 ರಷ್ಟು ಹಾಗೂ ಇತರೆ ಶಾಸನಬದ್ಧ ಶುಲ್ಕ ವಿಧಿಸಿ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು ಇವರಿಗೆ ಮಂಜೂರು ಮಾಡಿದೆ;

ಕ್ರ. ಸಂ.	ತಾಲ್ಲೂಕು	ಹೋಬಳಿ	ಗ್ರಾಮ	ಸ. ನಂ.	ವಿಸ್ತೀರ್ಣ (ಎ/ಗುಂ)	ಜಮೀನಿನ ತರಹ
1	ಯಲಹಂಕ	ಹೆಸರಘಟ್ಟ	ಕಾಳತಮ್ಮನಹಳ್ಳಿ	3	1-08	ಗುಂಡುತೋಪು
2	ಯಲಹಂಕ	ಹೆಸರಘಟ್ಟ	ಕಾಳತಮ್ಮನಹಳ್ಳಿ	134	3-02	ಗೋಮಾಳ
3	ಯಲಹಂಕ	ಹೆಸರಘಟ್ಟ	ಕಾಳತಮ್ಮನಹಳ್ಳಿ	136/3	1-02	ಖಾಸಗಿ ಜಮೀನನ್ನು ಸರ್ಕಾರಕ್ಕೆ ವಶಪಡಿಸಲಾಗಿದೆ
4	ಯಲಹಂಕ	ಹೆಸರಘಟ್ಟ	ಗುಣಿ ಅಗ್ರಹಾರ	55	1-16	ದೇವದಯ ಇನಾಂ ಜಮೀನು
5	ಯಲಹಂಕ	ಯಲಹಂಕ	ಕೆಂಪನಹಳ್ಳಿ	26	1-38.08	ಮುಘತ್ತ್ ಕಾವಲ್
6	ಯಲಹಂಕ	ಹೆಸರಘಟ್ಟ	ಬ್ಯಾಲಕರೆ	18	0-26	ಸರ್ಕಾರಿ ಖರಾಬು
7	ಯಲಹಂಕ	ಹೆಸರಘಟ್ಟ	ಬ್ಯಾಲಕರೆ	45	0-24	ಸೊಂಪಿನ ತೋಟ
8	ಯಲಹಂಕ	ಹೆಸರಘಟ್ಟ	ಬ್ಯಾಲಕರೆ	77	19-24	ಗೋಮಾಳ
9	ಯಲಹಂಕ	ಹೆಸರಘಟ್ಟ	ಬ್ಯಾಲಕರೆ	130	31-07	ಗೋಮಾಳ
10	ಬೆಂಗಳೂರು ಉತ್ತರ	ಯಶವಂತಪುರ	ಗಾಣಿಗರಹಳ್ಳಿ	75	1-10	ಗೋಮಾಳ
11	ಬೆಂಗಳೂರು ಉತ್ತರ	ಯಶವಂತಪುರ	ಗಾಣಿಗರಹಳ್ಳಿ	76	4-20	ಗೋಮಾಳ
ಒಟ್ಟು					66-17.08	

2. ವಿವಿಧ ವ್ಯಕ್ತಿಗಳಿಗೆ ಮಂಜೂರಾಗಿರುವ ಮತ್ತು ಕರ್ನಾಟಕ ಭೂ ಕಂದಾಯ ಕಾಯ್ದೆ, 1964ರ ಕಲಂ 136(3) ರಂತೆ ವ್ಯಾಜ್ಯಗಳನ್ನೊಳಗೊಂಡಿರುವ 157 ಎಕರೆ 39 ಗುಂಟೆ (ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿನ ಕೋಷ್ಟಕ-2 ರ ಕ್ರಮ ಸಂಖ್ಯೆ 4(ಬಿ) ರಲ್ಲಿ ತಿಳಿಸಿರುವ) ಜಮೀನುಗಳು ಮಂಜೂರಾತಿದಾರರ ಸ್ವಾಧೀನದಲ್ಲಿದ್ದು ಮಂಜೂರಾತಿದಾರರು ದಾಖಲಾತಿಗಳನ್ನು ಹೊಂದಿರುವುದರಿಂದ, ಮಂಜೂರಾತಿದಾರರ ಹೆಸರು ಮತ್ತು ಅವರಿಗೆ ಮಂಜೂರಾದ ವಿಸ್ತೀರ್ಣದ ವಿವರಗಳನ್ನು ಸರ್ಕಾರವು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ನೀಡಬೇಕಾಗಿದೆ. ಅದರಂತೆ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ಮಂಜೂರಾತಿದಾರರಿಗೆ ಪರಿಹಾರವನ್ನು ವಿತರಿಸಬೇಕಾಗಿದೆ. ಅರ್ಹ/ನೈಜತೆಯನ್ನು ಹೊಂದಿರುವ ಪ್ರಕರಣಗಳನ್ನೂ ಸಹ ಕರ್ನಾಟಕ ಭೂ ಕಂದಾಯ ಕಾಯ್ದೆ, 1964ರ ಕಲಂ 136(3) ರನ್ವಯ ಅನುಮಾನಾಸ್ಪದ/ಮೋಸದ ಪ್ರಕರಣಗಳೊಂದಿಗೆ ಜೋಡಿಸಿ 157 ಎಕರೆ 9 ಗುಂಟೆ ಜಮೀನುಗಳನ್ನು ಒಂದೇ ವರ್ಗೀಕರಣದಡಿಯಲ್ಲಿ ಪರಿಗಣಿಸಿದಲ್ಲಿ ನೈಜತೆಯನ್ನು ಹೊಂದಿರುವ ಅರ್ಹ ಪ್ರಕರಣಗಳಲ್ಲಿನ ನೈಜ ಮಂಜೂರಾತಿದಾರರಿಗೆ ವಿನಾ ಕಾರಣ ತೊಂದರೆಯುಂಟಾಗುವುದಲ್ಲದೆ, ಇದು ಅನಾವಶ್ಯಕ ವ್ಯಾಜ್ಯಗಳಿಗೆ (Unscrupulous elements) ಎಡಮಾಡಿಕೊಟ್ಟಂತಾಗುತ್ತದೆ. ಆದುದರಿಂದ ಜಮೀನು ಮಂಜೂರಾತಿಯ ನೈಜ ಪ್ರಕರಣಗಳ ಬಗ್ಗೆ ಪರಿಶೀಲಿಸುವಂತೆ ಜಿಲ್ಲಾಧಿಕಾರಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರಿಗೆ

ದಿನಾಂಕ:08.11.2021ರ ಪತ್ರದಲ್ಲಿ ನಿರ್ದೇಶನ ನೀಡಲಾಗಿದೆ. ನೈಜ ಮಂಜೂರಾತಿದಾರರ ಪಟ್ಟಿಯನ್ನು ಪರಿಹಾರ ವಿತರಿಸಲು ಸಿದ್ಧಪಡಿಸಿರುವ ಪಟ್ಟಿಯಲ್ಲಿ ಸೇರಿಸಿಕೊಳ್ಳಲು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ಕಳುಹಿಸಲಾಗುವುದು. ಮಂಜೂರಾತಿಯ ನೈಜತೆಯ ಬಗ್ಗೆ ಅನುಮಾನ ಹೊಂದಿರುವ ಪ್ರಕರಣಗಳಲ್ಲಿ, ಸಂಬಂಧಪಟ್ಟ ಕಾಯ್ದೆ ಮತ್ತು ನಿಯಮಗಳಡಿ ಸ್ವಯಂಪ್ರೇರಿತವಾಗಿ ಪ್ರಕರಣಗಳನ್ನು ದಾಖಲಿಸಿಕೊಂಡು, ಪ್ರಕರಣದ ನೈಜತೆಯ ಬಗ್ಗೆ ತ್ವರಿತವಾಗಿ ಖಚಿತಪಡಿಸಿಕೊಂಡು ಅಂತಹ ಜಮೀನುಗಳನ್ನು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ಹಸ್ತಾಂತರಿಸಲಾಗುವುದು ಮತ್ತು ಇಂತಹ ಪ್ರಕರಣಗಳಲ್ಲಿ ಪರಿಹಾರವನ್ನು ವಿತರಿಸಬೇಕೆ ಅಥವಾ ಬೇಡವೇ ಎಂಬುದು ಪ್ರಕರಣಗಳು ಇತ್ಯರ್ಥವಾಗುವುದರ ಮೇಲೆ ಆಧರಿಸಿರುತ್ತದೆ. ಕರ್ನಾಟಕ ಭೂ ಕಂದಾಯ ಕಾಯ್ದೆ, 1964ರ ಕಲಂ 136(3) ರಂತೆ ವ್ಯಾಜ್ಯಗಳನ್ನೊಳಗೊಂಡಿರುವ ಜಮೀನುಗಳನ್ನು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ತ್ವರಿತವಾಗಿ ಹಸ್ತಾಂತರಿಸಲಾಗುವುದು ಮತ್ತು ಸದರಿ ಜಮೀನುಗಳ ಪ್ರಕರಣಗಳ ತನಿಖೆ ಪೂರ್ಣಗೊಂಡ ನಂತರ ತನಿಖಾ ವರದಿಯನ್ನಾಧರಿಸಿ, ಪರಿಹಾರವನ್ನು ನೀಡಬೇಕೆ ಅಥವಾ ಬೇಡವೇ ಎಂಬುದನ್ನು ನಿರ್ಧರಿಸಲಾಗುವುದು. ಕರ್ನಾಟಕ ಭೂ ಕಂದಾಯ ಕಾಯ್ದೆ, 1964ರ ಕಲಂ 136(3) ರಡಿ ವ್ಯಾಜ್ಯಗಳನ್ನೊಳಗೊಂಡಿರುವ ಜಮೀನುಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಪರಿಹಾರ ಮೊತ್ತವನ್ನು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ಭೂ ಸ್ವಾಧೀನ ಕಾಯ್ದೆ, 1894ರ ಕಲಂ 30 ಮತ್ತು 31 ರಂತೆ ಸಿವಿಲ್ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಜಮೆ ಮಾಡತಕ್ಕದ್ದು.

3. ವಕ್ಫ್ ಅಧಿಸೂಚನೆಯಂತೆ ವ್ಯಾಜ್ಯವನ್ನೊಳಗೊಂಡಿರುವ 74 ಎಕರೆ 29 ಗುಂಟೆ (ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿನ ಕೋಷ್ಟಕ-2 ರ ಕ್ರಮ ಸಂಖ್ಯೆ 4(ಸಿ) ರಲ್ಲಿ ತಿಳಿಸಿರುವ) ಜಮೀನುಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಪ್ರಕರಣವು ಮಾನ್ಯ ಕರ್ನಾಟಕ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಬಾಕಿ ಇರುತ್ತದೆ. 74 ಎಕರೆ 29 ಗುಂಟೆ ಜಮೀನಿನ ಪೈಕಿ 35 ಎಕರೆ 36 ಗುಂಟೆ ಜಮೀನುಗಳನ್ನು ವಿವಿಧ ಸಾರ್ವಜನಿಕ ಉದ್ದೇಶಗಳಿಗೆ ಅಂದರೆ, ಕರ್ನಾಟಕ ಕೊಳಚೆ ನಿರ್ಮೂಲನಾ ಮಂಡಳಿ, ಆಶ್ರಯ ಯೋಜನೆ, ವಿದ್ಯುತ್ ಚಿತಾಗಾರ, ಸ್ಮಶಾನ, ಸಮಾಜ ಕಲ್ಯಾಣ ಮತ್ತು ಅಲ್ಪಸಂಖ್ಯಾತರ ಇಲಾಖೆಯ ಹಾಸ್ಟೆಲ್ ಮತ್ತು ಸರ್ಕಾರಿ ಶಾಲೆಗಳಿಗೆಂದು ಕಾಯ್ದಿರಿಸಲಾಗಿದೆ. ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ವಕ್ಫ್ ಮಂಡಳಿಯ ನಿಯಮಾವಳಿಗಳನ್ನು ಪಾಲಿಸಿ, ವಕ್ಫ್ ಜಮೀನುಗಳನ್ನು ಪಡೆದುಕೊಳ್ಳತಕ್ಕದ್ದು.
4. ಸರ್ಕಾರದ ವಿವಿಧ ಉದ್ದೇಶಗಳಿಗೆ/ಸಾರ್ವಜನಿಕ ಉದ್ದೇಶಗಳಿಗೆ ಈಗಾಗಲೇ ಮಂಜೂರು ಮಾಡಲಾಗಿರುವ 105 ಎಕರೆ 29.08 ಎಕರೆ (ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿನ ಕೋಷ್ಟಕ-2 ರ ಕ್ರಮ ಸಂಖ್ಯೆ 4(ಡಿ) ರಲ್ಲಿ ತಿಳಿಸಿರುವ) ಜಮೀನುಗಳ ಪೈಕಿ 82 ಎಕರೆ 20.08 ಗುಂಟೆ ಜಮೀನುಗಳನ್ನು ರಾಜೀವ್ ಗಾಂಧಿ ಗ್ರಾಮೀಣ ವಸತಿ ಯೋಜನೆಯಡಿ ವಸತಿ ಯೋಜನೆ, ಸ್ಮಶಾನ, ಪಶು ಸಂಗೋಪನೆ ಇಲಾಖೆ, ಆಶ್ರಯ ಯೋಜನೆಗಳು, ಸಾರ್ವಜನಿಕ ರಸ್ತೆಗಳು, ಗ್ರಾಮ ಪಂಚಾಯ್ತಿ ಕಟ್ಟಡಗಳು ಮತ್ತು ಆಟದ ಮೈದಾನದಂತಹ ಸಾರ್ವಜನಿಕ ಉದ್ದೇಶಗಳಿಗಾಗಿ ಮಂಜೂರು

ಮಾಡಲಾಗಿದೆ. ಈ ಅಂಶದ ಬಗ್ಗೆ ನಿರ್ಣಯ ಕೈಗೊಳ್ಳುವಂತೆ ಮಾನ್ಯ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯವನ್ನು ಕೋರಲಾಗಿದೆ. ಇನ್ನುಳಿದ 76 ಎಕರೆ 19.08 ಎಕರೆ ಜಮೀನಿನ ಪೈಕಿ 20 ಎಕರೆ 09 ಗುಂಟೆ ಜಮೀನನ್ನು ಈ ಕೆಳಕಂಡಂತೆ ಮಂಜೂರು ಮಾಡಲಾಗಿದೆ/ಗುತ್ತಿಗೆ ನೀಡಲಾಗಿದೆ:-

- (ಎ) ಯಲಹಂಕ ತಾಲ್ಲೂಕು, ವಡೇರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.36 ರಲ್ಲಿ 2 ಎಕರೆ 10 ಗುಂಟೆ ಜಮೀನನ್ನು ಅಗ್ರಿಕಲ್ಚರ್ ಟೆಕ್ನಾಲಜಿ ಪ್ರೈವೇಟ್ ಲಿಮಿಟೆಡ್ ಗೆ ಮಂಜೂರು ಮಾಡಲಾಗಿದೆ.
- (ಬಿ) ಬೆಂಗಳೂರು ಉತ್ತರ ತಾಲ್ಲೂಕು, ಗಾಣಿಗರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.75 ರಲ್ಲಿ 8 ಎಕರೆ 39 ಗುಂಟೆ ಜಮೀನನ್ನು ಖಾಸಗಿ ವ್ಯಕ್ತಿಗಳಿಗೆ ಮಂಜೂರು ಮಾಡಲಾಗಿದೆ.
- (ಸಿ) ಯಲಹಂಕ ತಾಲ್ಲೂಕು, ವಡೇರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.36 ರಲ್ಲಿ 4-00 ಎಕರೆ ಜಮೀನನ್ನು ಗ್ಯಾಸ್ ಪೈಪ್ ಲೈನ್ ಅಳವಡಿಸಲು ಮಂಜೂರು ಮಾಡಲಾಗಿದೆ.
- (ಡಿ) ಬೆಂಗಳೂರು ಉತ್ತರ ತಾಲ್ಲೂಕು, ಸೋಮಶೆಟ್ಟಿಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.20 ರಲ್ಲಿ 5.00 ಎಕರೆ ಜಮೀನನ್ನು ಮಾತ್ಸ ಎಜುಕೇಷನ್ ಟ್ರಸ್ಟ್ ಗೆ ಗುತ್ತಿಗೆ ನೀಡಲಾಗಿದೆ.

ಮೇಲೆ (ಎ) ಮತ್ತು (ಬಿ) ರಲ್ಲಿ ನಮೂದಿಸಿರುವ ಅಗ್ರಿಕಲ್ಚರ್ ಟೆಕ್ನಾಲಜಿ ಪ್ರೈವೇಟ್ ಲಿಮಿಟೆಡ್‌ಗೆ ಮಂಜೂರು ಮಾಡಲಾಗಿರುವ ಯಲಹಂಕ ತಾಲ್ಲೂಕು, ವಡೇರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.36 ರಲ್ಲಿ 2 ಎಕರೆ 10 ಗುಂಟೆ ಮತ್ತು ಖಾಸಗಿ ವ್ಯಕ್ತಿಗಳಿಗೆ ಮಂಜೂರು ಮಾಡಲಾಗಿರುವ ಬೆಂಗಳೂರು ಉತ್ತರ ತಾಲ್ಲೂಕು, ಗಾಣಿಗರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.75 ರಲ್ಲಿ 8 ಎಕರೆ 39 ಗುಂಟೆ ಜಮೀನುಗಳನ್ನು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ಸ್ವಾಧೀನಪಡಿಸಿಕೊಂಡು ನಿಯಮಾನುಸಾರ ಪರಿಹಾರವನ್ನು ನೀಡತಕ್ಕದ್ದು.

ಮೇಲೆ (ಸಿ) ರಲ್ಲಿ ನಮೂದಿಸಿರುವ ಗ್ಯಾಸ್ ಪೈಪ್ ಲೈನ್ ಅಳವಡಿಸಲು ಮಂಜೂರು ಮಾಡಲಾಗಿರುವ ಯಲಹಂಕ ತಾಲ್ಲೂಕು, ವಡೇರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.36 ರಲ್ಲಿ 4-00 ಎಕರೆ ಜಮೀನನ್ನು ಸ್ವಾಧೀನಪಡಿಸಿಕೊಳ್ಳಬೇಕೇ ಅಥವಾ ಬೇಡವೇ ಎಂಬ ಬಗ್ಗೆ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವೇ ನಿರ್ಣಯ ಕೈಗೊಳ್ಳತಕ್ಕದ್ದು.

ಮೇಲೆ (ಡಿ) ರಲ್ಲಿ ನಮೂದಿಸಿರುವ ಮಾತ್ಸ ಎಜುಕೇಷನ್ ಟ್ರಸ್ಟ್ ಗೆ ಗುತ್ತಿಗೆ ನೀಡಲಾಗಿರುವ ಬೆಂಗಳೂರು ಉತ್ತರ ತಾಲ್ಲೂಕು, ಸೋಮಶೆಟ್ಟಿಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.20 ರಲ್ಲಿ 5-00 ಎಕರೆ ಜಮೀನಿನ ಗುತ್ತಿಗೆ ಅವಧಿಯು ಚಾಲ್ತಿಯಲ್ಲಿರುವುದರಿಂದ ಸದರಿ ಜಮೀನನ್ನು ಸ್ವಾಧೀನಪಡಿಸಿಕೊಳ್ಳಲು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ಕೈಗೊಳ್ಳುವ ನಿರ್ಧಾರದಂತೆ ಗುತ್ತಿಗೆದಾರರಿಗೆ ಪರಿಹಾರವನ್ನು ನೀಡಬೇಕಾಗುತ್ತದೆ. ಗುತ್ತಿಗೆಯು ಅವಧಿ

ಪೂರ್ವ ಮುಕ್ತಾಯಗೊಳ್ಳುವುದರಿಂದ ಅದರ ಹೊಣೆಗಾರಿಕೆಯನ್ನು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ಇತ್ಯರ್ಥಪಡಿಸುವುದು ಮತ್ತು ಸದರಿ ಜಮೀನನ್ನು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ಹಸ್ತಾಂತರಿಸತಕ್ಕದ್ದು.

5. "ಕೆರೆ" ಎಂದು ವರ್ಗೀಕೃತಗೊಂಡಿರುವ 3 ಎಕರೆ 31 ಗುಂಟೆ (ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿನ ಕೋಷ್ಟಕ-2 ರ ಕ್ರಮ ಸಂಖ್ಯೆ 4(ಇ) ರಲ್ಲಿ ತಿಳಿಸಿರುವ) "ಕೆರೆ" ಜಮೀನನ್ನು ಸಂರಕ್ಷಿಸಬೇಕು ಮತ್ತು ಯಥಾಸ್ಥಿತಿಯಂತೆ ನಿರ್ವಹಿಸಬೇಕೆಂಬ ಷರತ್ತಿನೊಂದಿಗೆ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ಹಸ್ತಾಂತರಿಸತಕ್ಕದ್ದು.
6. ವಿವಿಧ ನ್ಯಾಯಾಲಯಗಳಲ್ಲಿ ಪ್ರಕರಣಗಳು ಬಾಕಿ ಇರುವ 6 ಎಕರೆ 10 ಗುಂಟೆ (ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿನ ಕೋಷ್ಟಕ-2 ರ ಕ್ರಮ ಸಂಖ್ಯೆ 4(ಎಫ್) ರಲ್ಲಿ ತಿಳಿಸಿರುವ) ಸರ್ಕಾರಿ ಜಮೀನುಗಳನ್ನು ಮಾನ್ಯ ನ್ಯಾಯಾಲಯಗಳು ನೀಡುವ ಅಂತಿಮ ಆದೇಶವನ್ನು ಅನುಷ್ಠಾನಗೊಳಿಸುವ ಷರತ್ತನ್ನು ವಿಧಿಸಿ, ಕರ್ನಾಟಕ ಭೂ ಮಂಜೂರಾತಿ ನಿಯಮಗಳು, 1969 ರ ನಿಯಮ 20(1)(ಸಿ) ರನ್ವಯ ಮಾರುಕಟ್ಟೆ ಮೌಲ್ಯದ ಶೇಕಡ 50 ರಷ್ಟು ಹಾಗೂ ಇತರೆ ಶಾಸನಬದ್ಧ ಶುಲ್ಕ ವಿಧಿಸಿ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ಹಸ್ತಾಂತರಿಸುವುದು. ಒಂದು ವೇಳೆ ಮಾನ್ಯ ನ್ಯಾಯಾಲಯದ ತೀರ್ಪು ಖಾಸಗಿ ವ್ಯಕ್ತಿಗಳ ಪರವಾದರೆ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ನೇರವಾಗಿ ಖಾಸಗಿ ವ್ಯಕ್ತಿಗಳಿಗೆ ಪರಿಹಾರವನ್ನು ನೀಡುವುದು, ತದನಂತರ ಸರ್ಕಾರವು ಪಡೆದುಕೊಂಡಿರುವ ಮೊತ್ತವನ್ನು ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ಮರುಪಾವತಿಸಲಾಗುವುದು.
7. 27 ಎಕರೆ 38 ಗುಂಟೆ (ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿನ ಕೋಷ್ಟಕ-2 ರ ಕ್ರಮ ಸಂಖ್ಯೆ 4(ಎಫ್) ರಲ್ಲಿ ತಿಳಿಸಿರುವ) ಜಮೀನುಗಳು ಖಾಸಗಿ ವ್ಯಕ್ತಿಗಳಿಗೆ ಹರಾಜಿನ ಮೂಲಕ ಮಂಜೂರಾಗಿರುವ ಜಮೀನುಗಳಾಗಿರುವುದರಿಂದ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರವು ಖಾಸಗಿ ವ್ಯಕ್ತಿಗಳ ಜಮೀನನ್ನು ಸ್ವಾಧೀನಪಡಿಸಿಕೊಂಡು ಪರಿಹಾರ ಮೊತ್ತವನ್ನು ವಿತರಿಸತಕ್ಕದ್ದು.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

(ಸಿ. ಬಲರಾಮ್)

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಕಂದಾಯ ಇಲಾಖೆ (ಭೂ ಮಂಜೂರಾತಿ-1).

ಕರ್ನಾಟಕಸರ್ಕಾರದನಡವಳಿಗಳು

ವಿಷಯ: ಪರಿಶಿಷ್ಟ ಜಾತಿ ಮೀಸಲಾತಿ ಪಟ್ಟಿಗೆ ಸೇರ್ಪಡೆಯಾಗಿರುವ 'ಕಲ್ಲುವಡ್ಡರ್' ಮತ್ತು 'ಮಣ್ಣುವಡ್ಡರ್' ಜಾತಿಗಳನ್ನು ರಾಜ್ಯದ ಹಿಂದುಳಿದ ವರ್ಗಗಳ ಮೀಸಲಾತಿ ಜಾತಿ ಪಟ್ಟಿಯಿಂದ ಕೈಬಿಡುವ ಕುರಿತು.

ಓದಲಾಗಿದೆ: 1. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಕಇ 225 ಬಿಸಿಎ 2000, ದಿನಾಂಕ:30.03.2002.
2. ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಸಕಇ 98 ಎಸ್‌ಎಡಿ 2015, ದಿನಾಂಕ:02.05.2015.
3. ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿ, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಹಿಂದುಳಿದ ವರ್ಗಗಳ ಆಯೋಗ, ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಕರಾಹಿಂವಆ /ಜಾಮದೂ/ಸಿಆರ್-33/2017-18, ದಿನಾಂಕ:25.01.2019

* * * * *

ಪ್ರಸ್ತಾವನೆ:

ಮೇಲೆ ಕ್ರ. ಸಂ: (1)ರಲ್ಲಿ ಓದಲಾದ ಸರ್ಕಾರದಆದೇಶದಲ್ಲಿ, ಭಾರತ ಸಂವಿಧಾನದ ಅನುಚ್ಛೇದ 15(4)ರಂತೆ ವಿದ್ಯಾಸಂಸ್ಥೆಗಳಲ್ಲಿ ಪ್ರವೇಶ ಮತ್ತು ಅನುಚ್ಛೇದ 16(4)ರ ಮೇರೆಗೆ ನೇಮಕಾತಿಗಳಲ್ಲಿ ಹಿಂದುಳಿದ ವರ್ಗಗಳಿಗೆ ಮೀಸಲಾತಿ ಸೌಲಭ್ಯ ಕಲ್ಪಿಸಿ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಕಇ 225 ಬಿಸಿಎ 2000, ದಿನಾಂಕ: 30-3-2002ರಲ್ಲಿ ಆದೇಶಿಸಲಾಗಿದೆ. (ಅನುಬಂಧ-1). ಸದರಿ ಆದೇಶದ ಪ್ರವರ್ಗ-'1'ರ ಕ್ರಮಸಂಖ್ಯೆ: 92(ಸಿ)ರಲ್ಲಿ 'ಕಲ್ಲುವಡ್ಡರ್' ಮತ್ತು 92(ಡಿ)ರಲ್ಲಿ 'ಮಣ್ಣುವೊಡ್ಡರ್' ಜಾತಿಗಳಿಗೆ ಮೀಸಲಾತಿ ಕಲ್ಪಿಸಲಾಗಿರುತ್ತದೆ.

ಮೇಲೆ ಕ್ರ.ಸಂ: (2)ರಲ್ಲಿ ಓದಲಾದ ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆಯಲ್ಲಿ, ಭಾರತ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:CHAITRA 2,1937 (SAKA), ದಿನಾಂಕ: 23/03/2015ರ The Gazette of India ಅಧಿಸೂಚನೆಯನ್ವಯ, THE CONSTITUTION (SCHEDULED CASTES) ORDERS (AMENDMENT) ACT, 2015 ರಕರ್ನಾಟಕ ರಾಜ್ಯದ ಪರಿಶಿಷ್ಟ ಜಾತಿ ಪಟ್ಟಿಯಲ್ಲಿನ ಕ್ರ.ಸಂ: 23ರಲ್ಲಿ Bhovi, Od, Odde, Vaddar, Waddar, Voddar, Woddar, Bovi (Non-Besta), Kalluvaddar, Mannuvaddar ಜಾತಿಗಳನ್ನು ಸೇರಿಸಲಾಗಿದೆ. ಸದರಿ ಅಧಿಸೂಚನೆಯ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಸಮಾಜ ಕಲ್ಯಾಣ ಇಲಾಖೆಯ ದಿನಾಂಕ: 02/05/2015ರ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಸಕಇ 98 ಎಸ್‌ಎಡಿ 2015ರಲ್ಲಿ ಸರ್ಕಾರವು ಪರಿಶಿಷ್ಟ ಜಾತಿಗಳಿಗೆ ನೀಡುತ್ತಿರುವ ಎಲ್ಲಾ ಸೌಲಭ್ಯಗಳನ್ನು ಈ ಜಾತಿಗಳಿಗೂ ಅನ್ವಯಿಸುತ್ತದೆ ಎಂದು ಆದೇಶಿಸಲಾಗಿದೆ

ಮೇಲೆ ಕ್ರ.ಸಂ: (3)ರಲ್ಲಿ ಓದಲಾದ ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿ, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಹಿಂದುಳಿದ ವರ್ಗಗಳ ಆಯೋಗ, ಇವರ ಪತ್ರದಲ್ಲಿ, ಭಾರತ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:CHAITRA 2, (SAKA), Dated:23.March 2015ರ ಆದೇಶದ ಕ್ರ.ಸಂ:23ರಲ್ಲಿ Bhovi, Od, Odde, Vaddar, Waddar, Voddar, Bovi (Non -Besta), Kalluvaddar, Mannuvaddar ಜಾತಿಗಳನ್ನು ಪರಿಶಿಷ್ಟ ಜಾತಿಯಲ್ಲಿ ಸೇರಿಸಿರುವ ಮೇರೆಗೆ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಸಕಇ 98 ಎಸ್‌ಎಡಿ 2015, ದಿ.02.05.2015ರಲ್ಲಿ ಈ ಜಾತಿಗಳಿಗೂ ಸರ್ಕಾರವು ನೀಡುತ್ತಿರುವ ಪರಿಶಿಷ್ಟ ಜಾತಿಯ ಎಲ್ಲಾ ಸೌಲಭ್ಯಗಳು ಅನ್ವಯಿಸುತ್ತವೆ ಎಂದು ಆದೇಶಿಸಲಾಗಿರುವುದರಿಂದ ಹಿಂದುಳಿದ ವರ್ಗಗಳ ಹಾಲಿ ಜಾತಿ ಮೀಸಲಾತಿ ಪಟ್ಟಿಯ ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಕಇ 225 ಬಿಸಿಎ 2000, ದಿ.03.03.2002ರ ಪ್ರವರ್ಗ-1ರ ಕ್ರಮ ಸಂಖ್ಯೆ:92 (C) Kalluvaddar, 92 (d) Mannuvaddar, ಜಾತಿಗಳನ್ನು ಆಯೋಗದ ತೀರ್ಮಾನದಂತೆ ಹಿಂದುಳಿದ ವರ್ಗಗಳ ಜಾತಿ ಮೀಸಲಾತಿ ಪಟ್ಟಿಯಿಂದ ಕೈ ಬಿಡುವಂತೆ ಕೋರಲಾಗಿರುತ್ತದೆ.

ಭಾಗ ೧

ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ, ಸೋಮವಾರ, ೦೭, ಫೆಬ್ರವರಿ, ೨೦೨೨

೬೦೭

ಪ್ರಸ್ತಾವನೆಯನ್ನು ಕೂಲಂಕಷವಾಗಿ ಪರಿಶೀಲಿಸಿ ಸರ್ಕಾರವು ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶಿಸಿದೆ.

ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ: ಹಿಂವಕ 386 ಬಿಸಿಎ 2017, ಬೆಂಗಳೂರು, ದಿನಾಂಕ:17.12.2021.

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಲಾದ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಪರಿಶಿಷ್ಟ ಜಾತಿಯ ಎಲ್ಲಾ ಸೌಲಭ್ಯಗಳನ್ನು ರಾಜ್ಯದ 'ಕಲ್ಲುವಡ್ಡರ್' ಮತ್ತು 'ಮಣ್ಣುವೊಡ್ಡರ್' ಜಾತಿಗಳಿಗೂ ವಿಸ್ತರಿಸಲಾಗಿರುವುದರಿಂದ, ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಹಿಂದುಳಿದ ವರ್ಗಗಳ ಮೀಸಲಾತಿ ಜಾತಿ ಪಟ್ಟಿಯ ಆದೇಶ ಸಂಖ್ಯೆ:ಸಕಇ 225 ಬಿಸಿಎ 2000, ದಿನಾಂಕ:30.03.2002ರ ಪ್ರವರ್ಗ-1ರ ಕ್ರಮ ಸಂಖ್ಯೆ:92(ಸಿ). 'ಕಲ್ಲುವಡ್ಡರ್' (Kalluvaddar,) ಮತ್ತು 92(ಡಿ). 'ಮಣ್ಣುವೊಡ್ಡರ್' (Mannuvoddar) ಜಾತಿಗಳನ್ನು ಹಿಂದುಳಿದ ವರ್ಗಗಳ ಮೀಸಲಾತಿ ಜಾತಿಪಟ್ಟಿಯಿಂದ ಕೈಬಿಡಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ

(ಷಾಹೀನ್ ಪರ್ವೀನ್.ಕೆ)
ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ-2,
ಹಿಂದುಳಿದ ವರ್ಗಗಳ ಕಲ್ಯಾಣ ಇಲಾಖೆ.

PR-39